

CONTRACT DOCUMENTS

**CITY OF LINCOLN
NEBRASKA**

**ANNUAL REQUIREMENTS
FOR
RFP - Farm Manager
Bid No. 11-165**

**Thien Farm Management, Inc.
101 East Graham Ave.
Council Bluffs, IA 51503
712-328-3477**

**CITY OF LINCOLN
CONTRACT AGREEMENT**

THIS CONTRACT, made and entered into this _____ day of _____ 2011, by and between Thien Farm Management, Inc., 101 East Graham Ave., Council Bluffs, IA 51503, hereinafter called "Contractor", and the City of Lincoln, Nebraska, a municipal corporation, hereinafter called "City".

WHEREAS, the City has caused to be prepared, in accordance with law, Specifications, Plans, and other Contract Documents for the Work herein described, and has approved and adopted said documents and has caused to be published an advertisement for and in connection with said Work, to-wit:

For providing RFP - Farm Manager, Bid No. 11-165 and,

WHEREAS, the Contractor, in response to such advertisement, has submitted to the City, in the manner and at the time specified, a sealed Proposal/Supplier Response in accordance with the terms of said advertisement; and,

WHEREAS, the City, in the manner prescribed by law has publicly opened, read aloud, examined, and canvassed the Proposals/Supplier Responses submitted in response to such advertisement, and as a result of such canvass has determined and declared the Contractor to be the lowest responsible bidder for the said Work for the sum or sums named in the Contractor's Proposal/Supplier Responses, a copy thereof being attached to and made a part of this Contract;

NOW, THEREFORE, in consideration of the sums to be paid to the Contractor and the mutual covenants herein contained, the Contractor and the City has agreed and hereby agree as follows:

1. The Contractor agrees to (a) furnish all tools, equipment, supplies, superintendence, transportation, and other accessories, services, and facilities; (b) furnish all materials, supplies, and equipment specified to be incorporated into and form a permanent part of the complete work; (c) provide and perform all necessary labor in a substantial and workmanlike manner and in accordance with the provisions of the Contract Documents; and (d) execute and complete all Work included in and covered by the City's award of this Contract to the Contractor, such award being based on the acceptance by the City of the Contractor's Proposal, or part thereof, as follows:

Agreement to full proposal.

2. The City agrees to pay to the Contractor for the performance of the Work embraced in this Contract, the Contractor agrees to accept as full compensation therefore, the following sums and prices for all Work covered by and included in the Contract award and designated above, payment thereof to be made in the manner provided by the City:

The City shall work with the Agent on an as needed basis for the duration of the contract. The City will abide by the terms and conditions of the Management Agreement, Attachment A.

3. Equal Employment Opportunity. In connection with the carrying out of this project, the contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age or marital status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, ancestry, disability, age or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.

4. E-Verify. In accordance with Neb. Rev. Stat. 4-108 through 4-114, the contractor agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the state of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324 a, otherwise known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. The Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C.A 1324b. The contractor shall require any subcontractor to comply with the provisions of this section.
5. Termination. This Contract may be terminated by the following:
 - 5.1) Termination for Convenience. Either party may terminate this Contract upon thirty (30) days written notice to the other party for any reason without penalty.
 - 5.2) Termination for Cause. The City may terminate the Contract for cause if the Contractor:
 - 5.2.1) Refuses or fails to supply the proper labor, materials and equipment necessary to provide services and/or commodities.
 - 5.2.2) Disregards Federal, State or local laws, ordinances, regulations, resolutions or orders.
 - 5.2.3) Otherwise commits a substantial breach or default of any provision of the Contract Document. In the event of a substantial breach or default the City will provide the Contractor written notice of said breach or default and allow the Contractor ten (10) days from the date of the written notice to cure such breach or default. If said breach or default is not cured within ten (10) days from the date of notice, then the contract shall terminate.
6. Independent Contractor. It is the express intent of the parties that this contract shall not create an employer-employee relationship. Employees of the Contractor shall not be deemed to be employees of the City and employees of the City shall not be deemed to be employees of the Contractor. The Contractor and the City shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the City's employees shall be entitled to any salary, wages, or benefits from the other party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. Contractor shall also be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employees' compensation.
7. Contract Term. This Contract shall be effective upon execution by both parties. The term of the Contract shall be a four (4) year term with the option to renew for one (1) additional four (4) year term.
8. The Contract Documents comprise the Contract, and consist of the following:
 1. Contract Agreement
 2. Accepted Proposal/Response
 3. Addendum No. 1
 4. Specifications & Pictures
 5. Special Provisions
 6. Instructions to Bidders
 7. Insurance Requirements
 8. Sales Tax Exemption Form 13

These Contract Agreements, together with the other Contract Documents herein above mentioned, form this Contract, and they are as fully a part of the Contract as if hereto attached or herein repeated.

The Contractor and the City hereby agree that all the terms and conditions of this Contract shall be binding upon themselves, and their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Contractor and the City do hereby execute this contract.

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

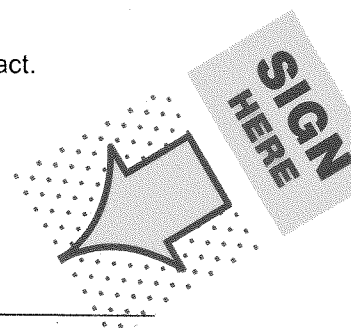
City Clerk _____

CITY OF LINCOLN, NEBRASKA

Mayor _____

Approved by Resolution No. _____

dated _____



EXECUTION BY CONTRACTOR

IF A CORPORATION:

ATTEST:

Carol L. Thien (SEAL)
Secretary

Thien Farm Management, Inc
Name of Corporation

101 East Graham Ave,
(Address) Council Bluffs, Iowa 51503

By: [Signature]
Duly Authorized Official

President
Legal Title of Official

IF OTHER TYPE OF ORGANIZATION:

Name of Organization

Type of Organization

(Address)

By: _____
Member

By: _____
Member

IF AN INDIVIDUAL:

Name

Address

Signature

MANAGEMENT AGREEMENT

RFP – Farm Manager,

Bid No. 11-165

This agreement will commence on _____, 2011, and is by and between **Thien Farm Management, Inc.** hereinafter referred to as “Agent” and the City of Lincoln, Nebraska, a municipal corporation, hereinafter called “City”.

City desires to employ Agent to supervise the operation of the following described farm property:

Containing 1,719.98 acres, more or less.

Agent agrees to provide City with farm management services which will begin upon execution of this contract with a four (4) year term with the option to renew for one (1) additional four (4) year term unless terminated by either party by giving 30 days written notice.

Agent will provide City advice that may include:

- Farm production plan on all properties
- Leasing alternatives
- Operator or tenant selection
- Crop management recommendations
- Conservation alternatives
- Gather base line fertility levels on all properties
- Develop fertility application plans
- Develop an approved list of chemicals and fertilizers
- Inspection of property as necessary for proper operation of the property
- Negotiate leases and utilize written leases
- Assess potential tenant's desire, skills, and machinery to determine tenant capability
- Develop standards for recruiting and selecting new tenants
- Obtain from tenants proper licenses and certificates of insurance
- Provide annual operating plans for each parcel
- Provide annual summary of operations to include:
 - Operator performance
 - Crop yields
 - Cash rental income
 - Names, rates, EPA Registration numbers, and application dates of all chemicals and fertilizers applied
- Crop Inventories
- Recommendations on continuance with existing tenants
- Pre-plans for next crop year
- Property maintenance and improvement

Agent shall supervise the repair, construction, alteration, or removal of buildings when directed to do so by City. Agent may not incur repair expenses in excess of \$500.00 without City's approval. Receipts are required for all expenses.

Agent will provide advice as to the farming system most appropriate for the farm property and make recommendations to City.

Agent shall develop a management plan to meet the City's objectives and shall supervise the implementation of the management plan by working with farm operators, vendors of inputs, contractors, grain purchasers, the Agricultural Stabilization and Conservation Service, the Soil Conservation Service, and others necessary for the proper operation of the farm property.

Agent will be responsible for the following functions when prudent for the proper implementation of the farm operation plan:

Negotiate lease agreements or other farming agreements and terminate, re-negotiate, amend, or extend as necessary for the proper operation of the farm.

Collect and deposit to City's Farm Management Account the rents, grain sales receipts, government payments, insurance proceeds, interest on funds deposited, dividends, and any other funds collected on City's behalf.

Verify all expenses and receipts and send to client for payment and deposit.

Market crops and other agricultural products using Agent's best judgment with prior authorization by City's contact.

Arrange for the purchases of inputs needed for the proper operation of the farm and make payment for such purchases.

Sign all contracts needed for the proper operation of the farm offered by the United States Department of Agriculture and the Nebraska Soil Conservation Service.

City reserves the right to add or delete properties at the same rates.

City wishes the Agent to do the following:

	YES	NO
Pay real estate taxes	<u> </u>	<u> X </u>
Pay farm insurance premiums	<u> </u>	<u> X </u>
Pay farm liability premiums	<u> </u>	<u> X </u>
Acquire crop hail insurance	<u> X </u>	<u> </u>
Acquire multi-peril insurance	<u> X </u>	<u> </u>

Agent will send to City production reports, commodity marketing notifications, acreage reports, and other correspondence necessary to keep City informed of the operation status of the farm.

Agent will deposit receipts and pay all expenses on behalf of the City from a Real Estate Trust Account established under the laws of the State of Nebraska. Funds in this account will bear interest with all interest belonging to City. City will also have the option of paying for the expenses directly to the supplier or provider as those expenses are invoiced.

Agent will distribute to City any or all funds belonging to City at City's direction. Agent may distribute to City excess funds not needed for the farm operation at any time.

Agent will provide to City a Transaction Journal, a Receipts and Disbursements Report, and a Balance Sheet on a regular basis:

_____	Monthly
_____	Quarterly
_____	Annually

Agent will provide a General Ledger Detail Report at year-end.

City will pay to Agent, as compensation, a reasonable fee based on the following schedule:

- 7.5% of gross returns on a Crop Share Lease
- 7% of gross returns on a net Share Lease
- 6.5% of gross returns on a Custom Farm Agreement
- 5% of gross returns on a Cash Rent Lease for Crop Land
- 5% of gross returns on a Cash Rent Lease for Grassland or Hay
- 5% of gross returns on a Variable Cash Rent, Flexible Cash Rent or Bushel Lease

Compensation will be paid at time of receipt.

If this agreement is terminated prior to March 1st of any year, Agent is due compensation on all proceeds generated from the previous year production. If this agreement is terminated prior to July 1st of any year, Agent is due compensation equal to 50% of the previous year fee. If this agreement is terminated after July 1st of any year, Agent is due 100% compensation for that year.

Upon contract completion, any/all bushels of row crops that are in storage will be calculated using present rate at that time x bushels x fee.

Agent shall not be liable for any loss sustained through error of judgment related to the advice provided City. This exception is not intended to relieve Agent from any potential liability under the indemnification contained in the City's Insurance document.

- a. Agent agrees to maintain such insurance as will fully protect both Agent and city from any and all claims.
- b. Agent agrees to the indemnification contained in the City's Insurance attachment.

- c. The City is interested only in the results produced by this agreement. Agent has sole and exclusive charge and control of the manner and means of performance. Agent shall perform as an independent contractor and it is expressly understood that Agent is not an employee of the City and is not entitled to any City employee benefits including, but not limited to, overtime, retirement benefits, worker's compensation, sick leave, or injury leave.
- d. Equal employment opportunity in connection with the performance of work under this agreement, Agent agrees that it shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, disability, national origin, age, or marital status. In the employment of persons, Agent shall fully comply with the provisions of Chapter 11.08 of the Lincoln Municipal Code and shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, disability, national origin, age, or marital status.
- e. Agent transfers all rights, including those of a property or copyright nature in any works or materials produced under the terms of this agreement to the City. Agent agrees that Agent retains no interest or other rights in such works or materials under the copyright protections of 17 USC § 106 or any other law.
- f. All services, including reports, opinions, and information to be furnished under this agreement shall be considered confidential and shall not be divulged, in whole or in part, to any person other than to duly authorized representatives of the City, without the prior written approval of the City.
- g. This agreement shall be governed and interpreted by the laws of the State of Nebraska. Neither party waives any of its rights related to statutes of limitations, choice of forum for dispute resolutions or any other rights which may be granted under Nebraska law.
- h. If there are any conflicts between Agent's documents or proposed terms and conditions and the City's documents, the terms and conditions of the City's documents shall control.
- i. If any provision of this agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.
- j. The failure of either party to enforce any provision of this agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this agreement.
- k. The Agent shall not assign any interest in this agreement, delegate any duties or work required under this agreement, or transfer any interest in the same (whether by assignment or novation), without the prior written consent of the City thereto; provided, however, that claims for money due or to become due to Agent from City under this agreement may be assigned without such approval, but notice of any such assignment shall be furnished promptly to the City.
- l. The Agent agrees to pay all employees in the performance of this contract, a base wage not less than the City Living Wage per Chapter 2.81 of the Lincoln Municipal Code. This wage is subject to change every July.
- m. Agent agrees that if asked, Agent shall make available to the City's contract auditor copies of all financial and performance related records and materials in compliance with Chapter 4.66 of the Lincoln Municipal Code.

- n. In accordance with Neb. Rev. Stat. 4-108 through 4-114, the Agent agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the state of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324 a, otherwise known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. The Agent shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C.A 1324b. The Agent shall require any subcontractor to comply with the provisions of this section.

Agent is under no obligation to advance funds on the City's behalf.

Agent will conduct all business with the City's best interest as the highest priority.

City of Lincoln/Lancaster County (Lincoln Purchasing) Supplier Response

Bid Information

Bid Creator Sharon R. Mulder Assistant
Purchasing Agent
Email smulder@lincoln.ne.gov
Phone (402) 441-7410
Fax (402) 441-6513

Bid Number 11-165 Addendum 1
Title RFP - Farm Manager
Bid Type RFP
Issue Date 08/26/2011
Close Date 9/9/2011 12:00:00 PM CST
Need by Date

Contact Information

Address Purchasing
440 S. 8th St.
Lincoln, NE 68508
Contact Sharon R. Mulder
Assistant Purchasing
Agent
Purchasing
Department
Building
Suite 200
Floor/Room
Telephone (402) 441-7428
Fax (402) 441-6513
Email smulder@lincoln.ne.gov

Ship to Information

Address

Contact

Department
Building

Floor/Room
Telephone
Fax
Email

Supplier Information

Company Thien Farm Management, Inc.
Address 101 East Graham Ave.

Council Bluffs, IA 51503
Contact Gary Thien
Department
Building
Floor/Room
Telephone 1 (712) 328 3477
Fax 1 (712) 328 3621
Email gary@tfmgt.com
Submitted 9/2/2011 11:50:16 AM CST
Total \$0.00

Signature _____

Supplier Notes

I will be out of the office from September 9 to September 16. If additional information is needed or you need to contact Thien Farm Management, Inc., please contact David Thien, Vice-President, at 712-328-3477 or david@tfmgt.com.

Bid Notes

Bid Activities

Bid Messages

Please review the following and respond where necessary

#	Name	Note	Response
1	Instructions to Proposers	I acknowledge reading and understanding the Instructions to Proposers.	Yes
2	Insurance Requirements	I acknowledge reading and understanding the Insurance Requirements.	Yes
3	Specifications	I acknowledge reading and understanding the specifications.	Yes
4	Sample Contract	I acknowledge reading and understanding the sample contract.	Yes
5	Renewal is an Option	Contract Extension Renewal is an option.	Yes
6	Contact	Name of person submitting this bid:	Gary Thien
7	Proposal Submission	I have prepared and delivered/mailed to the City Purchasing Agent Five (5) copies of my proposal as requested in the Specifications.	Yes
8	Term Clause with Escallation/De-Escalation	<p>I acknowledge that the term of the contract will be a (4) four year term from the date of the executed contract.
</p> <p>(a) Bid prices firm for the first full contract period.
YES or NO
</p> <p>(b) Bid prices subject to escalation/de-escalation
YES or NO
</p> <p>(c) If (b), state period for which prices will remain firm: through _____</p>	(a) Bid prices firm for the first full contract period.
9	Page 2 - Attachments	Please note that there is a page 2 of Attachments that you must review as part of your bid.	Yes
10	Electronic Signature	Please check here for your electronic signature.	Yes
11	Agreement to Addendum No. 1	Respondent hereby certifies that the change set forth in this addendum has been incorporated in their proposal and is part of their bid. Reason: See Bid Attachments section for Addendum information.	Yes

#	Qty	UOM	Description	Response
1	1	EA	Custom Farming Concept	\$0.00

Supplier Notes: 2.16 Custom Farming Concept

- Custom Farming
- Crop Share
- Net Share
- Fixed Cash Rent
- Variable Cash Rent
- Flexible Cash Rent
- Bushel Lease

We can not accurately make a lease alternative recommendation until we have an opportunity to view historic farm information. Collection of that information and lease alternatives will be the first function of management to develop a farm management plan.

11-165 Addendum 1 - Page 3 of 3

**Addendum #1
For
RFP - Farm Manager
Bid No. 11-165**

Addenda are instruments issued by the City prior to the date for receipt of offers which will modify or interpret the specification document by addition, deletion, clarification or correction.

Please acknowledge receipt of this addendum in the space provided in the Attribute Section.

Be advised of the following changes and clarifications to the City's specification and bidding documents:

1. Regarding 4.1.1, it has been changed to read as follows: Farm Manager must be a Licensed Farm Manager.
2. Regarding 4.1.3, it has been changed to read as follows: Farm Manager must have a minimum of five (5) to seven (7) years experience as an Agriculture Farm Manager.
3. Clarification to 4.1.5: Proposer shall provide names of possible tenants to the City of Lincoln prior to the writing of the lease agreements.
4.1.5.1 Send to the attention of: Sharon Mulder
Assist. Purchasing Agent
440 S. 8th St., Ste. 200
Lincoln, NE 68508

All other terms and conditions shall remain unchanged.

Dated this 30th day of August, 2011.

Sharon Mulder
Asst. Purchasing Agent

**Request For Proposal
Farm Manager Services
for City-Owned Farmland
Bid No.11-165**

1. PURPOSE/OBJECTIVE

- 1.1 The City of Lincoln, Nebraska is seeking competitive proposals for a qualified individual or agency to implement and provide Farm Manager Services for City owned farmland.
- 1.2 This RFP is seeking proposals to manage, preserve, and protect City owned farmland and support the stability and viability of agriculture.
- 1.3 The City expects each proposer to clearly outline its best and most comprehensive resources; all services and responsibilities identified in this RFP will be outsourced to the service provider.
- 1.4 Separate contracts with the City will be negotiated with the successful provider.
- 1.5 **Submittal Requirements**

- 1.5.1 Submit one (1) ORIGINAL and five (5) copies of your proposal on or before the date and time established for receiving proposals to:

Sharon Mulder, Asst. Purchasing Agent
440 South 8th Street, Suite 200
Lincoln, NE 68508

- 1.5.2 Indicate the RFP number and Firm Name on the outside of the sealed proposal.
 - 1.5.3 Proposals received after the established date and time will be rejected.
 - 1.6 **Proposers must also complete and submit the electronic portion** (Attributes and Line Item sections) of this proposal on the E-bid system.
 - 1.6.1 Electronic submittal must be submitted before the closing date and time of this RFP.
 - 1.6.2 Entering a zero (0) in the response for the line item is required.
 - 1.7 All proposals shall be valid for 90 days from final submission date.

2. SCOPE OF WORK

- 2.1 Develop an overall Farm Plan for all City owned agricultural properties incorporating input from local/current tenants in planning, growing, raising, harvesting, monitoring, and marketing farm products and act as the primary person involved in implementing the Farm Plan.
- 2.2 Assist in developing, implementing, and maintaining soil fertility plan and pest management plan.
- 2.3 Oversee all aspects of the farming operations.
- 2.4 Visits fields to inspect and estimate maturity dates of crops and/or potential crop damage due to harsh weather or other adverse conditions.
 - 2.4.1 Provide periodic property inspection reports.
- 2.5 Maintains knowledge of current farming and irrigation technology.
- 2.6 Keeps up-to-date on and analyzes market conditions to determine acreage allocation.
- 2.7 Negotiate a lease of the City owned agricultural lands (approximately 1325 acres) for the purpose of sub-leasing to local farmers.
- 2.8 Meet with City's current tenants for first opportunity to lease the farm ground.

- 2.8.1 Current tenant list will be given at time of award with contract.
- 2.9 Develop standards for recruiting and selecting tenants.
- 2.10 Develop a mechanism to facilitate cooperation among tenants.
 - 2.10.1 Coordinate resources for the tenants development of the agricultural lands.
 - 2.10.2 Provide to the City a list of tenants .
 - 2.10.2.1 Tenants must provide to the City a Certificate of Insurance.
 - 2.10.2.1.1 City of Lincoln, NE must be included as a named additional insured on all Certificates of Insurance.
- 2.11 Perform ongoing monitoring of the Farm Plan, including transition planning for individual farmers and mentoring new farmers interested in farming on City-owned farmland.
- 2.12 Provide annual operating plans for each parcel of land.
- 2.13 Provide annual summary of operations.
- 2.14 Notify tenants immediately of any hazardous materials situations or security issues.
- 2.15 Must use written property leases.
- 2.16 Proposal should be based on a custom farming concept.
 - 2.16.1 Vendor may also propose alternative options to the City, such as cash rent, crop share or any other options available and provide positive/negatives to each option.
- 2.17 Proposer must provide and explain the different payment options for the services of the farm manager, such as commission, lump sum, etc.
- 2.18 Must have knowledge of Government farm programs.

3. **SPECIFICATIONS**

- 3.1 First (1st) piece of farm ground is located in Saunders County and will be referred to as Farm #2303, Tract 3038.
 - 3.1.1 The legal description is: PLSS: 31-13-10E
 - 3.1.1.1 This farm consists of 37.99 acres.
 - 3.1.1.2 The acres are native grass and currently used for haying.
 - 3.1.2 Farm ground restrictions
 - 3.1.2.1 All herbicides, pesticides, and fungicides must be approved by LWS (Lincoln Water System).
 - 3.1.2.1.1 Many herbicides, pesticides, and fungicides are restricted and must not be used on this property.
- 3.2 Second (2nd) piece of farm ground is located in Lancaster County and will be referred to as Farm #7999.
 - 3.2.1 The legal description is: Section 20, T8, R7, 6th PM, Lot 26 NW & Lot 4 SW.
 - 3.2.1.1 This farm consists of approximately 49.5 acres.
 - 3.2.1.2 Of the 49.5 acres, 23.57 is row crop and 3.33 acres are in a native grass buffer strip.
 - 3.2.1.3 Row crop acres are currently planted with corn.
- 3.3 Third (3rd) piece of farm ground is located in Sarpy County and will be referred to as Farm #2020, Tract 544.
 - 3.3.1 The legal description is PLSS: 4-12-10E.

- 3.3.1.1 The farm consists of 75.29 row crop acres.
- 3.3.2 Farm ground restrictions
 - 3.3.2.1 All herbicides, pesticides, and fungicides must be approved by LWS (Lincoln Water System).
 - 3.3.2.1.1 Many herbicides, pesticides, and fungicides are restricted and must not be used on this property.
 - 3.3.2.2 This will become future use as a municipal well field, nitrogen fertilizer use has been limited to 100 lbs.
 - 3.3.2.2.1 Of this, 75% is applied post-sidedress and as late in the growing season as possible.
 - 3.3.2.2.2 No surface application of nitrogen fertilizer.
- 3.3.3 Control of deer population can be an issue.
 - 3.3.3.1 Manager should work with farmer and State Game and Parks to undertake measures to decrease the impact of the deer population.
- 3.4 Fourth (4th) piece of farm ground is located in Sarpy County and will be referred to as Farm #2057, Tracts 533, 542, and 543.
 - 3.4.1 The legal descriptions are: Tract 533- PLSS: 33-13-10E
Tract 542- PLSS: 33-13-10E
Tract 543- PLSS: 4-12-10E
 - 3.4.1.1 This farm consists of 433.15 acres.
 - 3.4.1.2 Of the 433.15 acres, 314.38 is row crop acres, 21.96 grass acres (Brome or Native Grass), and 96.81 CRP acres.
 - 3.4.2 Farm ground restrictions
 - 3.4.2.1 All herbicides, pesticides, and fungicides must be approved by LWS (Lincoln Water System).
 - 3.4.2.1.1 Many herbicides, pesticides, and fungicides are restricted and shall not be used on this property.
 - 3.4.2.2 This will become future use as a municipal well field, nitrogen fertilizer use has been limited to 100 lbs.
 - 3.4.2.2.1 Of this, 75% is applied post-sidedress and as late in the growing season as possible.
 - 3.4.2.2.2 No surface application of nitrogen fertilizer.
 - 3.4.3 Control of deer population can be an issue.
 - 3.4.3.1 Manager should work with farmer and State Game and Parks to undertake measures to decrease the impact of the deer population.
- 3.5 Fifth (5th) piece of farm ground is located in Saunders County and will be referred to as Well Field Hay Ground.
 - 3.5.1 The legal description is NW1/4, NW1/4, 31-13-10E and in Sections 18, 19 and 30-13-10E.
 - 3.5.1.1 This hay ground is north of U.S. Highway 6 in the north well field.
 - 3.5.1.2 The farm consists of approximately 222 acres.
 - 3.5.1.3 These 222 acres are Brome / Native Grass.
 - 3.5.1.4 The Brome / Native Grasses are used for haying.
 - 3.5.2 Farm ground restrictions

- 3.5.2.1 All herbicides, pesticides, and fungicides must be approved by LWS (Lincoln Water System).
 - 3.5.2.1.1 Many herbicides, pesticides, and fungicides are restricted and shall not be used on this property.
 - 3.5.3 The legal description is SE1/4, NE1/4 of 31-13-10E and W1/2, NW1/4 of 32-13-10E.
 - 3.5.3.1 This hay ground is south of U.S. Highway 6 in the south well field.
 - 3.5.3.2 The farm consists of approximately 35 acres.
 - 3.5.3.3 The Brome / Native Grasses are used for haying.
 - 3.5.4 Farm ground restrictions
 - 3.5.4.1 All herbicides, pesticides, and fungicides must be approved by LWS (Lincoln Water System).
 - 3.5.4.1.1 Many herbicides, pesticides, and fungicides are restricted and shall not be used on this property.
- 3.6 Sixth (6th) piece of farm ground is located in Lancaster County and will be referred to as Farm #6811.
 - 3.6.1 The legal description is: Northwest Quarter of the Northwest Quarter and Lots 37, 38, and 39, Irregular Tracts all in Section 26, Township 9 North, Range 7 East.
 - 3.6.1.1 The farm consists of 151.59 acres.
 - 3.6.1.2 The acres are 76.2 acres of corn and 75.4 acres of soybeans.
- 3.7 Seventh (7th) piece of farm ground is located in Lancaster County and will be referred to as Parcel ID 17-08-220-002-000.
 - 3.7.1 The legal description is C W Thomas ADD, Lot 2.
 - 3.7.1.1 The farm is located near 48th and Cornhusker.
 - 3.7.1.2 The farm consists of 4.03 acres.
 - 3.7.1.3 These 4.03 acres are Brome / Native Grass.
 - 3.7.1.4 The Brome / Native Grass are used for haying.
 - 3.7.1.5 This ground is located within the City limits and near residential properties and care must be taken, with regard to pesticides, herbicides and fertilizers, to not impact adjacent property.
- 3.8 Eighth (8th) piece of farm ground is located in Lancaster County and will be referred to as Parcel ID 17-34-409-003-000.
 - 3.8.1 The legal description is S34, T10, R7, 6th Principal Meridian, Irreg Tracts Lot 51 SE.
 - 3.8.1.1 The farm is located near 84th and South Street.
 - 3.8.1.2 The farm consists of 15.06 acres.
 - 3.8.1.3 These 15.06 acres are Brome / Native Grass.
 - 3.8.1.4 The Brome / Native Grass are used for haying.
 - 3.8.1.5 This ground is located within the City limits and near residential properties and care must be taken, with regard to pesticides, herbicides and fertilizers, to not impact adjacent property.
- 3.9 Ninth (9th) piece of farm ground is located in Lancaster County and will be referred to as Parcel ID 18-25-300-006-000.

- 3.9.1 The legal description is S25, T11, R7, 6th Principal Meridian, L3 SW.
 - 3.9.1.1 The farm is located near 98th and Alvo Road.
 - 3.9.1.2 The farm consists of 8.0 acres.
 - 3.9.1.3 These 8.0 acres are Brome / Native Grass.
 - 3.9.1.4 The Brome / Native Grass are used for haying.
 - 3.9.1.5 This ground is located within the City limits and near residential properties and care must be taken, with regard to pesticides, herbicides and fertilizers, to not impact adjacent property.
- 3.10 Tenth (10th) piece of farm ground is located in Lancaster County and will be referred to as Parcel ID 18-25-300-007-000.
 - 3.10.1 The legal description is S25, T11, R7, 6th Principal Meridian, Lot 20 SW.
 - 3.10.1.1 The farm is located near 98th and Alvo Road.
 - 3.10.1.2 The farm consists of 5.0 acres.
 - 3.10.1.3 These 5.0 acres are Brome / Native Grass.
 - 3.10.1.4 The Brome / Native Grass are used for haying.
 - 3.10.1.5 This ground is located within the City limits and near residential properties and care must be taken, with regard to pesticides, herbicides and fertilizers, to not impact adjacent property.
- 3.11 Eleventh (11th) piece of farm ground is located in Lancaster County and will be referred to as Parcel ID 17-22-216-001-000.
 - 3.11.1 The legal description is Meadow Lane 5th Add, Block 8.
 - 3.11.1.1 The farm is located near 77th and Vine Street.
 - 3.11.1.2 The farm consists of 14.0 acres.
 - 3.11.1.3 These 14.0 acres are Brome / Native Grass.
 - 3.11.1.4 The Brome / Native Grass are used for haying.
 - 3.11.1.5 This ground is located within the City limits and near residential properties and care must be taken, with regard to pesticides, herbicides and fertilizers, to not impact adjacent property.
- 3.12 Twelfth (12th) piece of farm ground is located in Lancaster County and will be referred to as Parcel ID numbers: 18-22-200-004-000, 18-27-100-005-000, 18-21-400-0003-000, and 18-28-200-005-000. Also designated as WW1 through WW14.
 - 3.12.1 The legal description is S28, T11, R7, 6th Principal Meridian, Lot 46 NW.
 - 3.12.1.1 The farm is located near the Biosolids Injection Facility for the Northeast Wastewater Treatment Facility.
 - 3.12.1.2 This farm consists of 44.3 acres.
 - 3.12.1.3 These acres are row crops of soybeans and corn.
 - 3.12.1.4 The farm operations at this site must be coordinated and approved by Lincoln Wastewater and Solid Waste division.
 - 3.12.2 Information regarding these parcels of land.
 - 3.12.2.1 This property is primarily used to maximum the utilization of nitrogen and other nutrients from municipal biosolids applied agronomically in the early spring and post harvest fall seasons.
 - 3.12.3 Farm ground limitations/exceptions
 - 3.12.3.1 Landfill serves as a buffer to the active operation of the landfill.

- 3.12.3.1.1 Accessible acres for farming are subject to change with the expansion of the fill site and/or changing regulatory boundaries.
 - 3.12.3.2 Delayed or extended injection activity outside of the spring and and fall seasons could result in the need to plant a cover or non-cash crop and could adversely affect crop revenue at both the landfill and injection properties.
 - 3.12.3.3 The need to plant an alternated crop(s) to utilize high levels of residual phosphorus in the long term management fo the injection site property is possible.
- 3.13 Thirteenth (13th) piece of farm ground is located in Lancaster County and will be referred to as Parcel ID numbers: 18-34-100-004-000, 18-34-100-002-000.
 - 3.13.1 This farm will be referred to as Farm #1622.
 - 3.13.2 The farm is located near the Biosolids Injection Facility for the Northeast Wastewater Treatment Facility.
 - 3.13.3 The legal description of both parcels is S34, T11, R7, 6th PM, Lot 39 NW and S34, T11, R7, 6th PM, Lot 28 NE & Lots 27, 30, 31, & 51 N1/2.
 - 3.13.4 The farm consists of 98 acres.
 - 3.13.5 The 98 acres are row crops.
 - 3.15.6 The farm operations at this site must be coordinated and approved by Lincoln Wastewater and Solid Waste division.
 - 3.13.7 Information regarding these parcels of land.
 - 3.13.7.1. This property is primarily used to maximum the utilization of nitrogen and other nutrients from municipal biosolids applied agronomically in the early spring and post harvest fall seasons.
 - 3.13.8 Farm ground limitations/exceptions
 - 3.13.8.1 Landfill serves as a buffer to the active operation of the landfill.
 - 3.13.8.1.1 Accessible acres for farming are subject to change with the expansion of the fill site and/or changing regulatory boundaries.
 - 3.13.8.2 Delayed or extended injection activity outside of the spring and and fall seasons could result in the need to plant a cover or non-cash crop and could adversely affect crop revenue at both the landfill and injection properties.
 - 3.13.8.3 The need to plant an alternated crop(s) to utilize high levels of residual phosphorus in the long term management fo the injection site property is possible.
- 3.14 Fourteenth (14th) piece of farm ground is located in Lancaster County and will be referred to as Parcel ID Numbers: 18-21-400-003-000, 18-21-200-002-000, 18-21-100-003-000, 18-21-300-004-000, and 18-21-200-004-000.
 - 3.14.1 The farm is located at the Bluff Road Landfill for Lincoln's Solid Waste Operations.
 - 3.14.2 The farm consists of 132.4 acres and is designated as LF15 - LF21 on proposal property 12, 13, 14 map.
 - 3.14.3 The 132.4 acres are row crop.
 - 3.14.4 The farm operations at this site must be coordinated and approved by Lincoln Wastewater and Solid Waste division.
 - 3.14.5 Information regarding these parcels of land.

- 3.14.5.1. This property is primarily used to maximum the utilization of nitrogen and other nutrients from municipal biosolids applied agronomically in the early spring and post harvest fall seasons.
- 3.14.6 Farm ground limitations/exceptions
 - 3.14.6.1 Landfill serves as a buffer to the active operation of the landfill.
 - 3.14.6.1.1 Accessible acres for farming are subject to change with the expansion of the fill site and/or changing regulatory boundaries.
 - 3.14.6.2 Delayed or extended injection activity outside of the spring and and fall seasons could result in the need to plant a cover or non-cash crop and could adversely affect crop revenue at both the landfill and injection properties.
 - 3.14.6.3 The need to plant an alternated crop(s) to utilize high levels of residual phosphorus in the long term management fo the injection site property is possible.

4. **EXPERIENCE AND REFERENCES**

- 4.1 Related Farm Management Experience and References
 - 4.1.1 Farm Manager must be an Accredited Farm Manager
 - 4.1.2 Must carry a minimum \$100,000 of liability and errors and omission insurance.
 - 4.1.3 Farm Manager must have a minimum of seven to ten (7 - 10) years experience as an Agriculture Farm Manager in Nebraska.
 - 4.1.4 Proposer shall provide a reference list of at least four (4) farm owners, companies, and/or agencies that they have done farm management services for including:
 - 4.1.4.1 Date services were provided
 - 4.1.4.2 Contact names
 - 4.1.4.3 Telephone numbers
 - 4.1.4.4 A brief description of duties performed for landowners.
 - 4.1.5 Proposer shall provide names of all tenants to be farming City-Owned property.

5. **TERM OF CONTRACT**

- 5.1 The term of the contract shall be for four (4) years with the option to renew for an additional four (4) year term.



United States Department of Agriculture
Farm Service Agency

November 12, 2010

PLSS: 31_13_10E **Saunders County, NE**

Farm: 2303

1 inch equals 681.8 feet

1:8,182

2010 Ortho-Photography-Not to Scale

Wetland Legend

fsa_gis_layers.SDE.wet_p_ne155

Wetland Determination Identifiers

- & Restricted Use
- * Limited Restrictions
-) Exempt from Conservation Compliance Provisions

Disclaimer: Wetland identifiers do not represent the size, shape or specific determination of the area. Refer to your original dermination (CPA-026 and attached maps) for exact wetland boundaries and determinations, or contact NRCS.

*Considered
Farm # 1*



United States Department of Agriculture
Farm Service Agency

July 27, 2011

PLSS: 20_8_7E
Farm: 7999

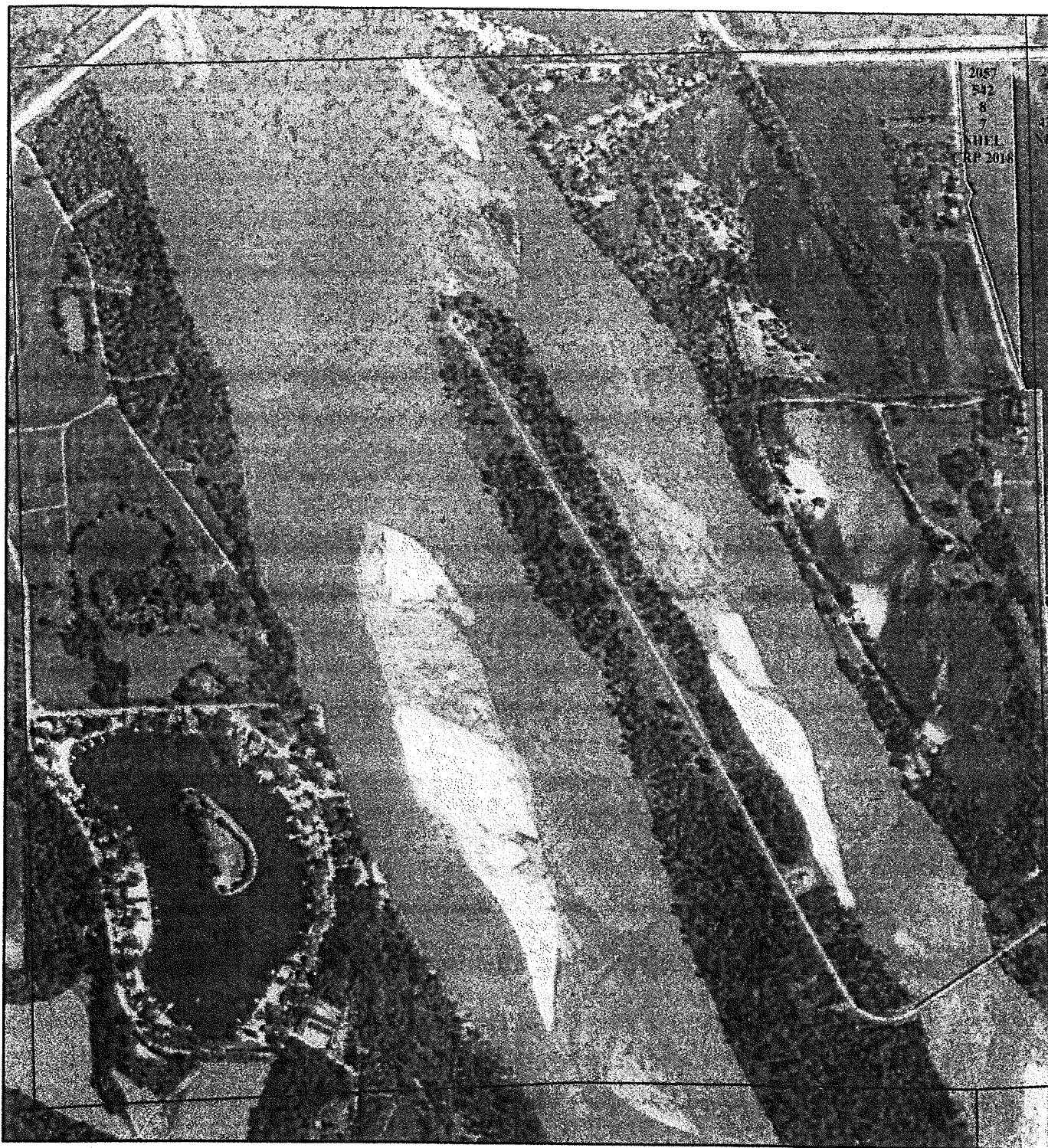
Lancaster County, NE

1:8,763

Disclaimer: Wetland identifiers do not represent the size, shape or specific determination of the area. Refer to your original determination (CPA-026 and attached maps) for exact wetland boundaries and determinations, or contact NRCS.

Wetland Legend	
GIS_NE.SDE.Wet_P_no108	
Wetland Determination Identifiers	
	Restricted Use
	Limited Restrictions
	Exempt from Conservation Compliance Provisions

Considered
Farm # 2



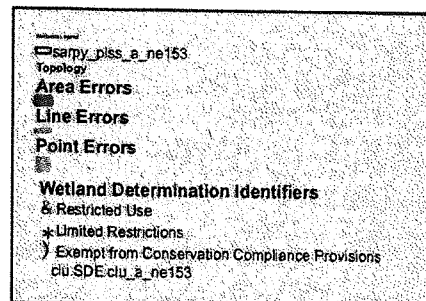
United States Department of Agriculture
Farm Service Agency

January 28, 2011

PLSS: 32_13_10E
Farm: 2057

Sarpy County, NE
1:8,338

Disclaimer: Wetland identifiers do not represent the size, shape or specific determination of the area. Refer to your original dermination (CPA-026 and attached maps) for exact wetland boundaries and determinations, or contact NRCS.





United States Department of Agriculture
Farm Service Agency

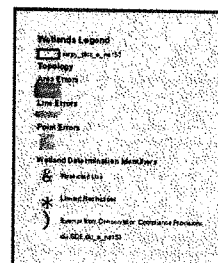
January 27, 2011

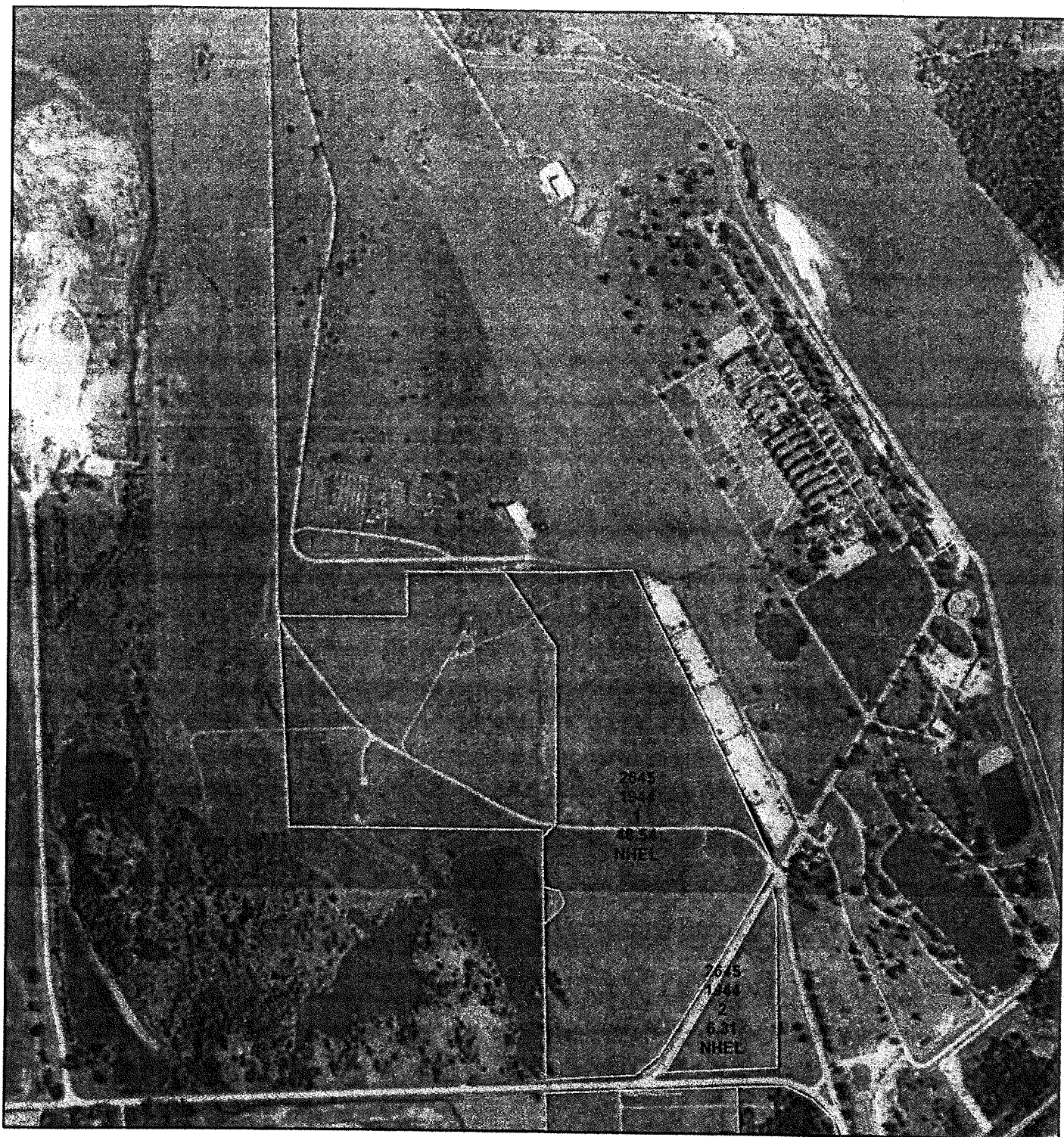
PLSS: 4_12_10E
Farm: 2057

Sarpy County, NE

1:8,455

Disclaimer: Wetland identifiers do not represent the size, shape or specific determination of the area. Refer to your original determination (CPA-026 and attached maps) for exact wetland boundaries and determinations, or contact NRCS.





United States Department of Agriculture
Farm Service Agency

November 18, 2010

PLSS: 30_13_10E **Saunders County, NE**
Farm: 2645

1 inch equals 684 feet

1:8,209

2010 Ortho-Photography-Not to Scale

Wetland Legend

fsa_gis_layers.SDE.wet_p_ne155

Wetland Determination Identifiers

- & Restricted Use
- * Limited Restrictions
- } Exempt from Conservation Compliance Provisions

Disclaimer: Wetland identifiers do not represent the size, shape or specific determination of the area. Refer to your original demination (CPA-026 and attached maps) for exact wetland boundaries and determinations, or contact NRCS.

John #5



United States Department of Agriculture
Farm Service Agency

November 18, 2010

PLSS: 31_13_10E
Farm: 2645

Saunders County, NE

1 inch equals 681.8 feet

1:8,182

2010 Ortho-Photography-Not to Scale

Wetland Legend

fsa_gis_layers.SDE.wet_p_ne155

Wetland Determination Identifiers

- & Restricted Use
- * Limited Restrictions
- Y Exempt from Conservation Compliance Provisions

Disclaimer: Wetland identifiers do not represent the size, shape or specific determination of the area. Refer to your original determination (CPA-026 and attached maps) for exact wetland boundaries and determinations, or contact NRCS.



United States Department of Agriculture
Farm Service Agency

July 27, 2011

PLSS: 26_9_7E
Farm: 6811

Lancaster County, NE

1:8,720

Disclaimer: Wetland identifiers do not represent the size, shape or specific determination of the area.
Refer to your original determination (CPA-026 and attached maps) for exact wetland boundaries and determinations, or contact NRCS.

Wetland Legend
GIS_NE_SDE_Wet_P_04109
Wetland Determination Identifier
* Restricted Use
* Limited Restrictions
* Exempt from Conservation Compliance Provisions

*considered
farm # 6*



Lincoln/Lancaster County

GIS Viewer

Current Action: Revert to Map

Parcel Search

Show House Photo

Selected: 1

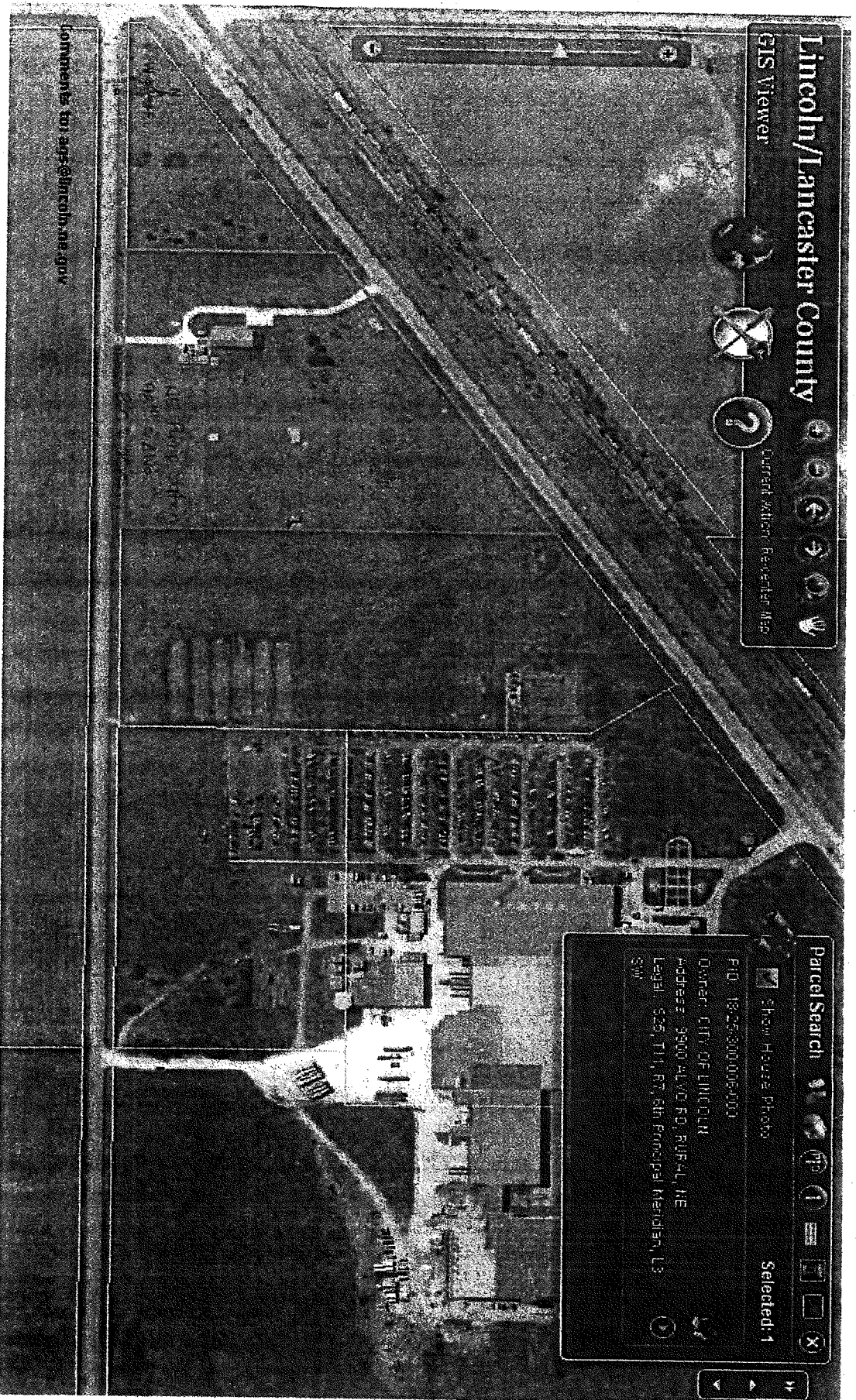
FID: 18-26-300-006-001

Owner: CITY OF LINCOLN

Address: 3900 ALVO RD, RUFAL, NE

Legal: S25, T11, R7, 6th Principal Meridian, L3 SW






Comments to: ags@lincoln.ne.gov









The image is a screenshot of a web-based GIS application. The main area is an aerial photograph showing a residential neighborhood with houses and streets. A white line highlights a specific parcel. Overlaid on the bottom right is a 'Parcel Search' panel with a search bar and a list of results. The first result is selected, showing details for parcel FID 18-26-300-006-001, owned by the City of Lincoln, located at 3900 Alvo Rd, RUFAL, NE. The address is further specified as Legal: S25, T11, R7, 6th Principal Meridian, L3 SW. In the bottom left corner, there is a link for 'Comments to: ags@lincoln.ne.gov'. The top of the interface has the title 'Lincoln/Lancaster County' and 'GIS Viewer', along with navigation icons and a 'Current Action: Revert to Map' button.

Lincoln/Lancaster County

GIS Viewer





Current location: Lancaster Map

Parcel Search

☐ Show House Photo

FID: 18-25-000-007-000

Owner: CITY OF LINCOLN

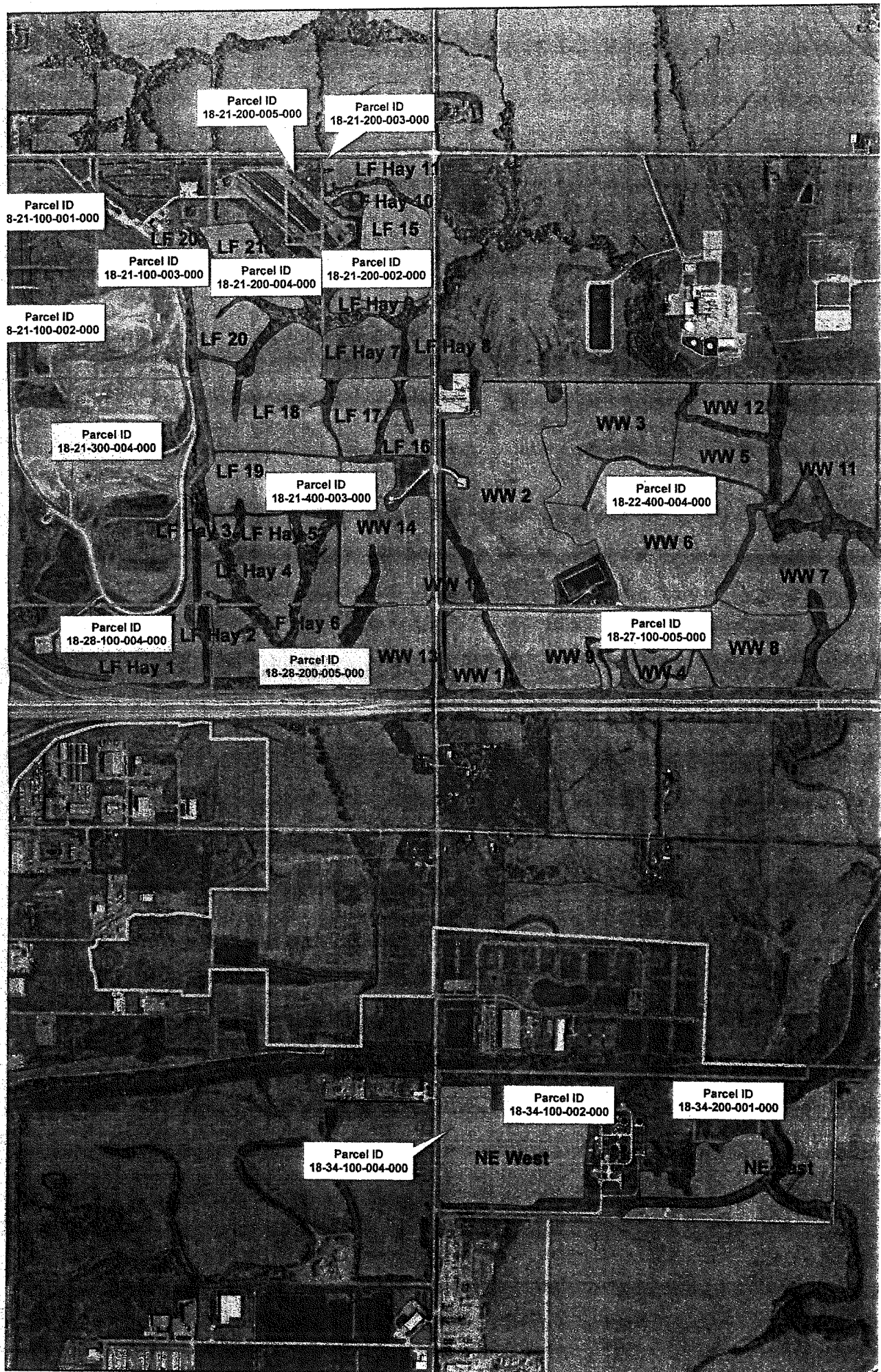
Address: No Data

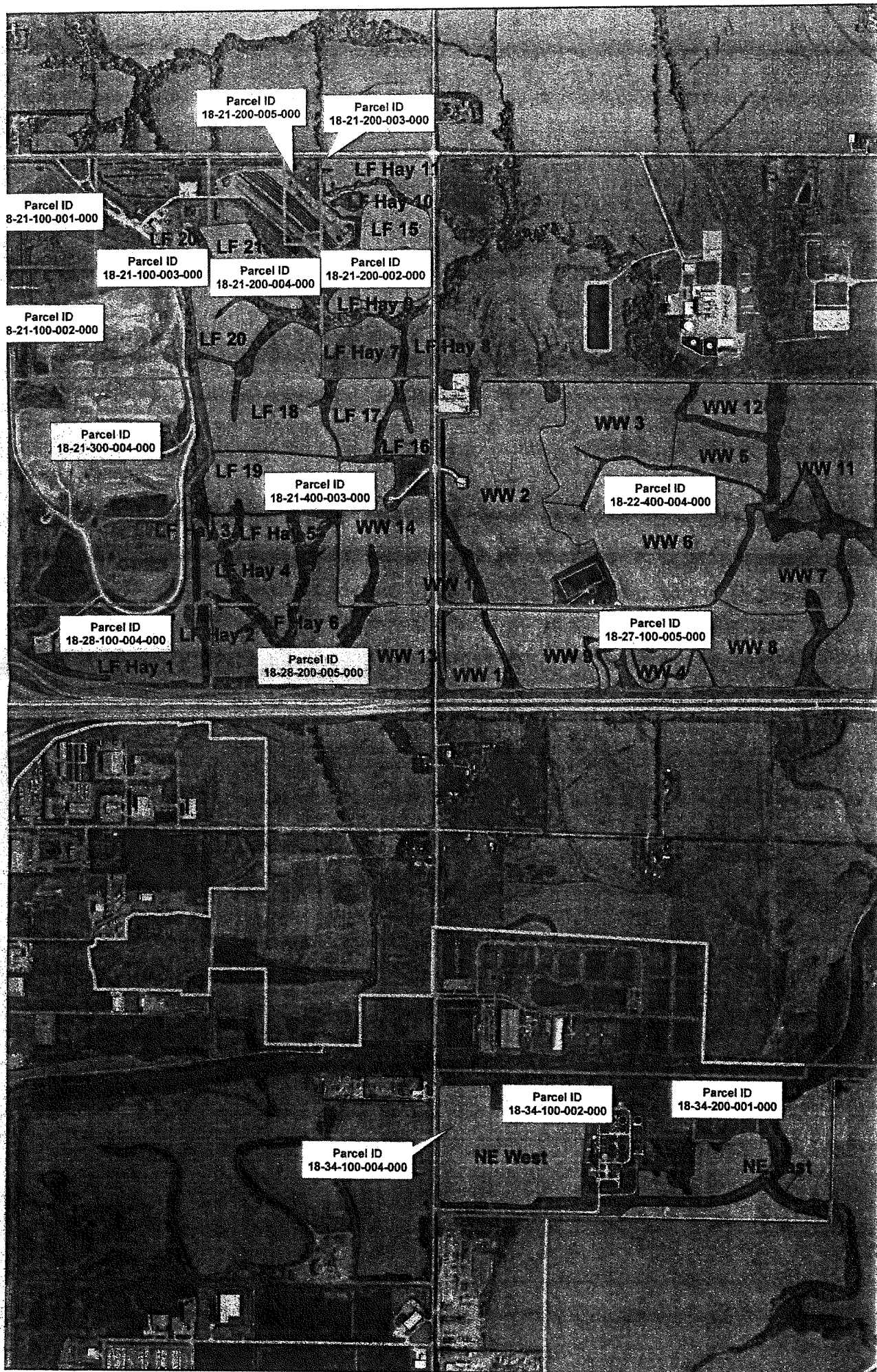
Legal: 325, T11, R7, 6th Principal Meridian, LOT 20 SW

Selected: 1

Comments to: gis@lincoln.ne.gov







INSTRUCTIONS TO PROPOSERS
CITY OF LINCOLN, NEBRASKA
PURCHASING DIVISION

1. PROPOSAL PROCEDURE

- 1.1 All responses to electronic RFP's will be completed as outlined in this document and the specifications using a two step process.
 - A) Proposers shall respond electronically to all attributes and addendums as required.
 - B) All written responses and information shall be mailed or delivered to the office of the Purchasing Division as outlined in the specifications.
- 1.2 Proposer shall submit complete sets of the RFP documents and all supporting material as indicated in the specifications. Any interlineation, alteration or erasure on the specification document shall be initialed by the proposer. Proposer shall not change the proposal form nor make additional stipulations on the specification document. Any amplified or qualifying information shall be on the proposer's letterhead and firmly attached to the response/offer document.
- 1.3 Proposed prices shall be submitted on company letterhead with the proposal if the specifications indicate that price will be evaluated as part of the award criteria.
- 1.4 Failure to complete the electronic and written portions of the RFP may cause the proposal to be rejected.
- 1.5 Response by a firm / organization other than a corporation must include the name and address of each member.
- 1.6 A response by a corporation must be signed in the name of such corporation by a duly authorized official thereof.
- 1.7 Any person signing a response for a firm, corporation, or other organization must show evidence of his authority so to bind such firm, corporation, or organization.
- 1.8 Proposals received after the time and date established for receiving offers will be rejected.

2. EQUAL OPPORTUNITY

- 2.1 Each proposer agrees that it shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, disability, national origin, age, or marital status. In the employment of persons, proposer shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, sex, disability, national origin, age, or marital status.

3. DATA PRIVACY

- 3.1 Proposer agrees to abide by all applicable State and Federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.
- 3.2 The proposer agrees to hold the City harmless from any claims resulting from the proposer's unlawful disclosure or use of private or confidential information.
- 3.3 Proposer agrees to comply with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and implementing regulations pertaining to confidentiality of health information.
 1. If applicable to the work requested a sample "Business Associate Contract" will be included, which will be part of the contract and incorporated by this reference.

4. PROPOSER'S REPRESENTATION

- 4.1 Each proposer by signing and submitting an offer, represents that he/she has read and understands the proposal documents, and the offer has been made in accordance therewith.
- 4.2 Each offer represents the proposer is familiar with the local conditions under which the work will take place and has correlated observations with the RFP requirements

5. INDEPENDENT PRICE DETERMINATION

- 5.1 By signing and submitting this RFP, the proposer certifies that the prices offered have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, with any other proposer competitor; unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the proposer prior to RFP opening directly or indirectly to any other competitor; no attempt has been made, or will be made, by the proposer to induce any person or firm to submit, or not to submit, a response for the purpose of restricting competition.

6. SPECIFICATION CLARIFICATION

- 6.1 Proposers shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of specification documents.
- 6.2 Proposers desiring clarification or interpretation of the specification documents shall make a written request which must reach the Purchasing Agent at least seven (7) calendar days prior to date and time for response receipt.
- 6.3 Interpretations, corrections and changes made to the specification documents will be made by electronic addenda.
- 6.4 Oral interpretations/changes to Specification Documents made in any other manner than written form, will not be binding on the City; proposers shall not rely upon oral interpretations.

7. ADDENDA

- 7.1 Addenda are instruments issued by the City prior to the date for receipt of offers which modify or interpret the specification document by addition, deletion, clarification or correction.
- 7.2 Changes made to the specification documents will be made by electronic addenda to all bidders via e-mail notice.
- 7.3 No addendum will be issued later than forty-eight (48) hours prior to the date and time for receipt of offers, except an addendum withdrawing the RFP, or addendum including postponement.
- 7.4 Proposers shall verify addendum receipt electronically prior to bid closing or RFP may be rejected.

8. ANTI-LOBBYING PROVISION

- 8.1 During the period between the advertised date and the contract award, bidders, including their agents and representatives, shall not directly discuss or promote their proposal with any member of the City Council or City Staff except in the course of City-sponsored inquiries, briefings, interviews, or presentations, unless requested by the City.

9. SITE VISITATION

- 9.1 Proposers shall inform themselves of the conditions under which work is to be performed, including: site of work, the structures or obstacles which may be encountered and all other relevant matters concerning work performance.
- 9.2 The proposer will not be allowed any extra compensation by or for any condition which he/she might fully have informed themselves of prior to submitting the offer.

10. EVALUATION AND AWARD

- 10.1 The signed proposal shall be considered an offer on the part of the proposer. Such offer shall be deemed accepted upon issuance by the City of purchase orders, contract award notifications, or other contract documents appropriate to the work.
- 10.2 No offer shall be withdrawn for a period of ninety (90) calendar days after the time/ date established for receiving offers, and each proposer agrees in submitting an offer.
- 10.3 **Fee envelopes MAY be opened** and evaluated as part of the criteria for ranking interested proposers.
- 10.4 The RFP process is designed to be a competitive negotiation platform, where price is not required to be the sole determinative factor; also the City has the flexibility to negotiate with a select firm or selected firms to arrive at a mutually agreeable relationship.
- 10.5 A committee will be assigned the task of reviewing the proposals received.
 - 1. The committee may request documentation from Proposer(s) of any information provided in their proposal response, or require the Proposer to clarify or expand qualification statements.
 - 2. The committee may also require a site visit and/or verbal interview with a Proposer or select group of Proposers to clarify and expand upon the proposal response.
- 10.6 The RFP will be awarded to the most responsible proposer whose proposal will be most advantageous to the City, and deemed to best serve City requirements.
- 10.7 The City reserves the right to accept or reject any or all offers, parts of offers; request rebids; waive irregularities and technicalities in offers; such as shall best serve the requirements and interests of the City.

11. TERMINATION/ASSIGNMENT

- 11.1 The City may terminate the Contract if the Contractor:
 - 1. Refuses or fails to supply enough properly skilled workers or proper equipment to satisfactorily provide/ complete the work as requested.
 - 2. Disregards laws, ordinances, or regulations or orders of a public authority having jurisdiction over the Contract.
 - 3. Otherwise commits a substantial breach of any provision of the Contract Document.
- 11.2 *By mutual agreement both parties of the contract agreement*, upon receipt and acceptance of not less than a thirty (30) calendar days written notice, the contract may be terminated on an agreed upon date, prior to the end of the contract period, without penalty to either party.
 - 1. Upon any such termination, the Contractor agrees to waive any claims for damages, including loss of anticipated profits, on account thereof, and as the sole right and remedy of the Contractor, the City shall pay Contractor in accordance with this section.
 - 2. Upon such termination, the obligations of the Contract shall continue as to options of the work already performed and as to bona fide obligations the Contractor assumed prior to the date of termination.
- 11.3 In the event of any proceedings by or against either party, voluntary or involuntary, in bankruptcy or insolvency, or for the appointment of a receiver or trustee for the benefit of creditors, of the property of the Contractor, the City may cancel this contract or affirm the contract and hold the Contractor responsible for damages.
- 11.4 The contract established as a result of this RFP process shall not be transferred to/or assigned without prior written consent of the City.

12. INDEMNIFICATION

- 12.1 The proposer shall indemnify and hold harmless the City, its members, its officers and employees from and against all claims, damages, losses, and expenses, including, but not limited to attorney's fees arising out of or resulting from the performance of the contract, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property other than goods, materials and equipment furnished under this contract, including the loss of use resulting therefrom; is caused in whole or in part by any one of them or anyone for whose acts made by any one of them or anyone for whose acts made by any of them may be liable, regardless of whether or not it is caused by a party indemnified hereunder.

- 12.2 In any and all claims against the City or any of its members, officers or employees by an employee of the proposer, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation under paragraph 9.1 shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the proposer or any subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

13. TERMS OF PAYMENT

- 13.1 Unless other specification provisions state otherwise, payment in full will be made by the City within thirty (30) calendar days after all labor has been performed and all equipment or other merchandise has been delivered, and all such labor and equipment and other materials have met all contract specifications.

14. LAWS

- 14.1 The Laws of the State of Nebraska shall govern the rights, obligations, and remedies of the Parties under this proposal and any agreement reached as a result of this process.

15. LIVING WAGE

- 15.1 The bidders agree to pay all employees employed in the performance of this contract, a base wage of not less than the City Living Wage per Section 2.81 of the Lincoln Municipal Code. This wage is subject to change every July.

16. AFFIRMATIVE ACTION

- 16.1 The City of Lincoln-Lancaster County Purchasing Division provides equal opportunity for all bidders and encourages minority businesses and women's business enterprises to participate in our bidding process.

17. TAXES AND TAX EXEMPT CERTIFICATE

- 17.1 The City is generally exempt from any taxes imposed by the State or Federal Government. A Tax Exemption Certificate will be provided as applicable.
- 17.2 Materials used for Water services are taxable per Reg. 066.14A and no exemption certificate will be issued.

18. CITY AUDIT ADVISORY BOARD

- 18.1 All parties of any City agreement shall be subject to audit pursuant to Chapter 4.66 of the Lincoln Municipal Code and shall make available to a contract auditor, as defined therein, copies of all financial and performance related records and materials germane to the contract/purchase order, as allowed by law.

19. E-VERIFY

- 19.1 In accordance with Neb. Rev. Stat. 4-108 through 4-114, the contractor agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the state of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324 a, otherwise known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. The Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C.A 1324b. The contractor shall require any subcontractor to comply with the provisions of this section. For information on the E-Verify Program, go to www.uscis.gov/everify.

INSURANCE REQUIREMENTS FOR ALL CITY CONTRACTS

1. GENERAL PROVISIONS

- A. **Indemnification.** The Contractor shall indemnify and save harmless the City of Lincoln, Nebraska from and against all losses, claims, damages, and expenses, including attorney's fees, arising out of or resulting from the performance of the contract that results in bodily injury, sickness, disease, death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom and is caused in whole or in part by the Contractor, any subcontractor, any directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. This section will not require the Contractor to indemnify or hold harmless the City of Lincoln for any losses, claims, damages, and expenses arising out of or resulting from the sole negligence of the City of Lincoln, Nebraska.
- B. **Approved Coverage Prior to Commencing Work/Subcontractors Included.** Contractor shall purchase and maintain in place insurance to Protect Contractor and City against all liabilities and hazards as provided in this article throughout the duration of the Contract. Contractor shall not commence work under this contract until the Contractor has obtained all insurance required under this Section and such insurance has been approved by the City Attorney for the City of Lincoln, nor shall the Contractor allow any subcontractor to commence work on any subcontract until all similar insurance required of the subcontractor has been so obtained and approved.
- C. **Occurrence Basis Coverage.** All insurance shall be provided on an **occurrence basis** and not on a claims made basis, except for hazardous materials, errors and omissions, or other coverage not reasonably available on an occurrence basis; provided that all such claims made coverage is subject to the prior written approval of the City Attorney and must be clearly indicated as such in any certificate showing coverage.
- D. **Authorized and Rated Insurers Required.** All insurance coverage are to be placed with insurers authorized to do business in the State of Nebraska and must be placed with an insurer that has an A.M. Best's Rating of no less than A:VII unless specific approval has been granted by the City Attorney.
- E. **Certificates Showing Coverage.** All certificates of insurance shall be filed with the City Attorney, and may utilize an appropriate standard ACORD Certificate of Insurance form showing the specific limits of insurance coverage required by this Article; provided that restrictions, qualifications or declarations inconsistent with the requirements of this Article shall not relieve the Contractor from providing insurance as required herein. Such certificates shall show the City of Lincoln as additional insured, including by specific endorsement where necessary, as indicated in the following requirements. Such certificate shall specifically state that the related insurance policies are to be endorsed to require the insurer to provide the City of Lincoln thirty days, notice of cancellation, non-renewal or any material reduction in the stated amounts or limits of insurance coverage.
- F. **Terminology.** The terms "insurance," "insurance policy," or "coverage" as used in this article are used interchangeably and shall have the same meaning as "insurance" unless the context clearly requires otherwise. References to "ISO®" forms are merely for convenience and ease of reference, and an equivalent or better form as determined acceptable by the City Attorney may be used. (Note: ISO® is a registered trademark of ISO Properties, Inc.)

2. INSURANCE REQUIREMENTS

- A. **Scope of Required Coverage.** The Contractor shall take out and maintain during the life of Contract such insurance in the forms and minimum amounts as specified in this Article and as will protect Contractor and City from the following claims arising out of or resulting from or in connection

with the Contractor's operations, undertakings or omissions directly or indirectly related to the Contract, whether by the Contractor or any Subcontractor or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- (1) Claims under workers' compensation, disability benefit, or other employee benefit acts;
- (2) Claims arising out of bodily injury, occupational sickness or disease, or death of an employee or any other person;
- (3) Claims customarily covered under personal injury liability coverage;
- (4) Claims other than to the work itself arising out of an injury to or destruction of tangible property, including the loss of use resulting therefrom;
- (5) Claims arising out of ownership, maintenance or use of any motor vehicle;
- (6) Railroad protective liability coverage in the event the contract involves work to be performed within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or crossing.

- B. Worker's Compensation Insurance and Employer's Liability Insurance.** The Contractor shall provide applicable statutory Worker's Compensation Insurance with minimum limits as provided below covering all Contractor's employees, and in the case of any subcontracted work, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for Subcontractor's employees.

The Contractor shall provide Employer's Liability Insurance with minimum limits as provided below placed with an insurance company authorized to write such insurance in all states where the Contractor will have employees located in the performance of this contract, and the Contractor shall require each Subcontractor similarly to maintain Employer's Liability Insurance on the Subcontractor's employees.

Coverage	Listing	Min Amt	Notes
Worker's Comp.			
	State	Statutory	
	Applicable Federal	Statutory	
Employer's Liability			
	Bodily Injury by accident	\$500,000	each accident
	Bodily Injury by disease	\$500,000	each employee
	Bodily Injury	\$500,000	policy limit

C. Commercial General Liability Insurance.

- (1) The Contractor shall provide Commercial General Liability Insurance in a policy form providing no less comprehensive and no more restrictive coverage than provided under the ISO® form CG00010798 or newer with standard exclusions "a" through "o" and with minimum limits as provided below. Any other exclusions that operate to contradict or materially alter the standard exclusions shall be specifically listed on the certificate of insurance and shall be subject to the prior written approval of the City Attorney.

Coverage	Min Amt	Notes
General	\$2,000,000	Aggregate
Products and Completed Operations	\$2,000,000	Aggregate
Personal and Advertising Injury	\$1,000,000	
Each Occurrence	\$1,000,000	
Fire Damage Limit	\$ 100,000	any one fire
Medical Damage Limit	\$ 10,000	any one person

(2) The required Commercial General Liability Insurance shall also include the following:

- Coverage for all premises and operations
- Endorsement to provide the general aggregate per project endorsement
- Personal and advertising injury included
- Operations by independent contractors included
- Contractual liability coverage included
- X.C.U. Coverage including coverage for demolition of any building or structure, collapse, explosion, blasting, excavation and damage to property below the surface of ground.
- Any fellow employee exclusions shall be deleted
- Coverage shall not contain an absolute pollution exclusion, and applicable remaining coverage shall apply for pollution exposures arising from products and completed operations.
- Coverage for products and completed operations maintained for duration of work and shall be maintained for a minimum of three years after final acceptance under the Contract or the warranty period for the same whichever is longer, unless modified in any Special Provisions.
- Contractual Liability coverage shall include contractually assumed defense costs in addition to any policy limits.

(3) If work is to be performed within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or crossing, Railroad Contractual Liability Endorsement (ISO® form CG24170196 or newer).

(4) City may at its sole option, and in lieu of being additional insured on the Contractor's policy, by written requirement in the Special Provisions or by written change order, require Contractor to provide a separate Owner's Protective liability policy. The premium cost to obtain such insurance shall be as paid as provided in the Special Provision or change order, with any related cost savings as reasonably determined by the City being reimbursed or paid to the City.

D. Vehicle liability insurance coverage.

- The Contractor shall provide reasonable insurance coverage for all owned, non-owned, hired and leased vehicles with specific endorsements to include contractual liability coverage and delete any fellow employee exclusion.
- If specifically required in the Special Provisions, the required coverage shall also include an endorsement for auto cargo pollution (ISO® form CA 99 48).

E. Railroad Protective Liability. If work is to be performed within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or crossing or otherwise required by the Special Provisions or applicable requirements of an affected railroad, the Contractor shall provide Railroad Protective Liability Insurance naming the affected railroad/s as insured with

minimum limits for bodily injury and property damage of \$2,000,000 per occurrence, \$6,000,000 aggregate, or such other limits as required in the Special Provisions or by the affected railroad. The original of the policy shall be furnished to the railroad and a certified copy of the same furnished to the City Attorney's office prior to any related construction or entry upon railroad premises by the Contractor or for work related to the Contract.

- F. **Umbrella or Excess Insurance.** The Contractor shall provide Umbrella or Excess insurance coverage with minimum coverage limits of \$3,000,000 each occurrence and aggregate.
- G. **City included as Insured on Contractor's Policy – Endorsements required.**
The Contractor shall provide adequate written documentation, including applicable ACORD certificates, declarations pages or other acceptable policy information demonstrating that the City is included as an additional insured along with the Contractor with respect to all of the coverages required in this "Section 2A Insurance Requirements," except for applicable Worker's Compensation coverage, to include all work performed for the City and specifically including, but not limited to, any liability caused or contributed to by the act, error, or omission of the Contractor, including any related subcontractors, third parties, agents, employees, officers or assigns of any of them. The documentation or endorsement shall specifically include the city as an additional insured for purposes of Products and Completed Operations. The inclusion of the City as additional insured shall be for coverage only on a primary basis for liability coverage, and no coverage shall contain a policy or other restriction or attempt to provide restricted coverage for the City, whether on an excess, contributory or other basis regardless of any other insurance coverage available to the City.

3. **CONTRACTOR'S INDEMNITY – CONTRACTUAL LIABILITY INSURANCE**

- A. To the same extent as specified for minimum coverage requirements in Section 2 above, the required insurance shall include contractual liability coverage to include indemnification and hold harmless agreements and provisions in the related Contract Documents, specifically including the following provision:
- (1) To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the City, its officers, agents, employees, volunteers and consultants from and against any and all claims, damages, losses, costs, and expenses, including but not limited to attorney's fees and costs arising out of or related to the Contract or the Contractor's activities, errors, or omissions related to the Contract including liabilities or penalties imposed by applicable, law, rule or regulation in connection therewith; provided that such claims, damages, losses, costs, and expenses, including but not limited to attorney's fees and costs:
 - is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use therefrom, and
 - is caused in whole or in part by any act or omission of the Contractor, any subcontractor, agent, officer, employee, or assigns of the same or by anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in whole or in part by a party indemnified hereunder.
 - (2) Such indemnification shall not be construed to negate, abridge, limit or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this section.
- B. In any and all claims by any employee (whether an employee of the Contractor or subcontractor, or their respective agents or assigns by anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable as an employer) in whole or in part against the City, its officers, agents, employees, volunteers or consultants, the above indemnification shall not be limited in any way by the amount of damages, compensation, benefits or other contributions payable by or on behalf of a the employer under Worker's Compensation statutes, disability benefit acts, or any other employee benefit or payment acts as the case may be.

C. The obligations of indemnification herein shall not include or extend to:

- (1) Any outside engineer's or architect's professional errors and omissions involving the approval or furnishing of maps, drawings, opinions, reports, surveys, change orders, designs or specifications within the scope of professional services provided to the City and related to the Contract; and
- (2) Any claims arising out of the negligence of the City to the extent the same is the sole and proximate cause of the injury or damage so claimed.

D. In the event of any litigation of any such claims shall be commenced against the City, Contractor shall defend the same at Contractor's sole expense upon notice thereof from the City. Contractor shall notify the insuring company that the City reserves and does not waive any statutory or governmental immunity and neither Contractor, nor Contractor's counsel whether employed by Contractor or by an insurer on behalf of the Contractor shall waive such defenses or enter into any settlement or other disposition requiring waiver of any defenses or immunity of the City without the express written consent of the City.

4. CONTRACTOR'S INSURANCE FOR OTHER LOSSES.

- A. Contractor shall assume full responsibility for all loss or damage from any cause whatsoever to any tools owned, rented or used in connection with the Contract including any tools, machinery, equipment, storage devices, containers, sheds, temporary structures, staging structures, scaffolding, fences, forms, braces, jigs, screens, brackets, vehicles and the like owned or rented by Contractor, or Contractor's agents, subcontractors, suppliers, or employees.
- B. In connection with the above, Contractor shall cause or require any applicable insurance related to physical damage of the same to provide a waiver of a right of subrogation against the City.

5. NOTIFICATION IN EVENT OF LIABILITY OR DAMAGE.

- A. The Contractor shall promptly notify the City in writing and provide a copy of all claims and information presented to any of Contractor's insurance carrier/s upon any loss or claim or upon any occurrence giving rise to any liability or potential liability related to the Contract or related work. The notice to the City shall include pertinent details of the claim or liability and an estimate of damages, names of witnesses, and other pertinent information including the amount of the claim, if any.
- B. In the event the City receives a claim or otherwise has actual knowledge of an any loss or claim arising out of the Contract or related work and not otherwise known to or made against the Contractor, the City shall promptly notify the Contractor of the same in writing, including pertinent details of the claim or liability; Provided, however the City shall have no duty to inspect the project to obtain such knowledge, and provided further that the City's obligations, if any, shall not relieve the Contractor of any liability or obligation hereunder.

6. PROPERTY INSURANCE/ BUILDER'S RISK.

- A. The Contractor shall provide property insurance (a/k/a Builder's Risk or installation Floater) on all Projects involving construction or installation of buildings or structures and other projects where provided in the Special Provisions. Such insurance shall be provided in the minimum amount of the total contract sum and in addition applicable modifications thereto for the entire work on a replacement cost basis. Such insurance shall be maintained until the City completes final acceptance of the work as provided in the Contract. Such insurance shall be written and endorsed, where applicable, to include the interests of the City, Contractor, Subcontractors, Sub-subcontractors in the related work. The maximum deductible for such insurance shall be \$5,000 for each occurrence, which deductible shall be the responsibility of the Contractor. Such insurance shall contain a "permission to occupy" endorsement.

- B. All related Property Insurance shall be provided on a "Special Perils" or similar policy form and shall at a minimum insure against perils of fire including extended coverage and physical loss or damage including without limitation or duplication of coverage: flood, earthquake, theft, vandalism, malicious mischief, collapse, and debris removal, including demolition whether occasioned by the loss or by enforcement of applicable legal or safety requirements including compensation or costs for City's related costs and expenses (as owner) including labor required as a result of such loss.
- C. All related Property Insurance shall include coverage for falsework, temporary buildings, work stored off-site or in-transit to the site, whether in whole or in part. Coverage for work off-site or in-transit shall be a minimum of 10% of the amount of the policy.
- D. The Contractor's Property Insurance shall be primary coverage for any insured loss related to or arising out of the Contract and shall not be reduced by or coordinated with separate property insurance maintained by the City.

SPECIAL PROVISIONS FOR TERM CONTRACTS

PURCHASING DEPARTMENT CITY OF LINCOLN/LANCASTER COUNTY, NEBRASKA

1. ESTIMATED QUANTITIES

- 1.1 The quantities set forth in the line items and specification document are approximate and represent the estimated requirements for the contract period.
- 1.2 Items listed may or may not be an inclusive requirements for this category.
- 1.3 Category items not listed, but distributed by bidder are to be referred to as kindred items. Kindred items shall receive the same percentage of discount or pricing structure as items listed in the specification document.
- 1.4 The unit prices and the extended total prices shall be used as a basis for the evaluation of bids. The actual quantity of materials necessary may be more or less than the estimates listed in the specification document, but the City/County shall be neither obligated nor limited to any specified amount. If possible, the Owners will restrict increases/decreases to 20% of the estimated quantities listed in the specification document.

2. CONTRACT PERIOD

- 2.1 The material shall be delivered as ordered during the contract period, beginning from the date of contract execution and ending as indicated in the specifications or in the Attribute Section of the bid.
- 2.2 Bidder must indicate in the Bid, if extension renewals are an option.
- 2.3 By mutual consent of both parties it is understood and agreed that the contract may be renewed at the same prices and/or under the same conditions governing the original contract.

3. BID PRICES

- 3.1 Bidders must state in the Attribute Section if the bid prices will remain firm for the full contract period; or if the bid prices will be subject to escalation/de-escalation.
- 3.2 Escalation/De-escalation Clause: In the event that prevailing market conditions warrant an adjustment in bid prices contained in the contract, the following escalation/de-escalation clause shall be the only clause applicable or acceptable:
 1. Contractor shall give written notice to the Purchasing Agent of any proposed changes from contract prices not less than thirty (30) calendar days prior to the effective date of said price changes.
 2. Such notice must be accompanied by a certified copy of the supplier's advisory or notification to the contractor of price changes.
 3. No price escalation will be authorized in excess of the amount of the increase referred to on the supplier's notice.
 4. Purchasing shall issue a contract Addendum with revised pricing upon receipt and approval. The Addendum will be executed by both parties for the remaining term of the contract.
 5. The approved price change shall be honored for all orders received by the contractor after the effective date of such price change.
 6. Approved price changes are not applicable to orders already issued and in process at time of price change.

7. Purchasing reserves the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

8. The Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interests of the City/County.

9. If in the opinion of the Purchasing Agent any proposed increase is found unacceptable, the Purchasing Agent reserves the right to cancel the contract upon thirty (30) calendar days written notice.

10. Contractors must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Contractor will put the Purchasing Agent on the mailing lists for such publication so that the Purchasing Agent can monitor said changes. Such membership will be no cost to the Owners.

4. CONTRACT ADMINISTRATION

- 4.1 The Purchasing Division will issue a Contract to all successful bidders. Such contract will incorporate the specifications and all other forms used during the bid process.
- 4.2 Orders for materials will be made as needed by the various Agencies following execution by all parties.
- 4.3 Contractor may be asked to assist the Purchasing Agent with the development of a list of repetitively purchased commodities, to periodically update such list, and to assist in the development of a list of suitable substitutions.
- 4.4 Contractor shall provide technical advice upon request, and assist in the evaluation of new products.
- 4.5 Contractor shall monitor orders to ensure the highest possible fill rate and minimize back-orders.

5. QUARTERLY REPORT

- 5.1 Upon request, the contractor shall provide to the Purchasing Agent a quarterly report, showing all purchases made under the terms and conditions of the contract.
- 5.2 Such quarterly report shall itemize the following information:
 1. Each ordering department.
 2. Items and quantities purchased by department.
 3. Total dollar amount of purchases by department.

**Advertise 1 time
Saturday, August 27, 2011**

**REQUEST FOR PROPOSALS (RFP)
PROPOSAL NO. 11-165**

City of Lincoln / County of Lancaster, intends to enter into a contract and invites you to submit a sealed proposal for:

FARM MANAGER

Sealed proposals will be received by City of Lincoln, Nebraska on or before 12:00 NOON, CDT, **Friday, September 9, 2011** in the office of the Purchasing Agent, Suite 200, "K" Street Complex, 440 South 8th Street, Lincoln, Nebraska 68508. Only the names of respondents will be listed on the City's website.

Proposal specifications are available on our electronic bidding system. Prospective submitters must be registered on the County/City's E-Bid site in order to receive electronic notices of bids or addendums.

To register go to: lincoln.ne.gov (type:"e-bid" - into search box, then click "supplier registration")

Questions concerning this process may be directed to City/County Purchasing at (402) 441-7410 or 441-7428 or smulder@lincoln.ne.gov



Nebraska Resale or Exempt Sale Certificate

for Sales Tax Exemption

• Read instructions on reverse side/see note below

FORM
13

NAME AND MAILING ADDRESS OF PURCHASER			NAME AND MAILING ADDRESS OF SELLER		
Name City of Lincoln			Name Thien Farm Management, Inc.		
Street or Other Mailing Address 555 South 10th Street			Street or Other Mailing Address 101 East Graham Ave.		
City Lincoln	State NE	Zip Code 68508	City Council Bluffs	State IA	Zip Code 51503

Check Type of Certificate

☐ Single Purchase

☒ Blanket

If blanket is checked, this certificate is valid until revoked in writing by the purchaser.

I hereby certify that the purchase, lease, or rental by the above purchaser is exempt from the Nebraska sales tax for the following reason:

Check One

☐ Purchase for Resale (Complete Section A)

☒ Exempt Purchase (Complete Section B)

☐ Contractor (Complete Section C)

SECTION A—Nebraska Resale Certificate

Description of Item or Service Purchased

I hereby certify that the purchase, lease, or rental of from the above seller is exempt from the Nebraska sales tax as a purchase for resale, rental, or lease in the normal course of our business, either in the form or condition in which purchased, or as an ingredient or component part of other property to be resold.

I further certify that we are engaged in business as a:
of Description of Product Sold, Leased, or Rented

☐ Wholesaler ☐ Retailer ☐ Manufacturer ☐ Lessor

If None, State Reason

and hold Nebraska Sales Tax Permit Number 01-

or Foreign State Sales Tax Number

State

SECTION B—Nebraska Exempt Sale Certificate

The basis for this exemption is exemption category 1 (Insert appropriate category as described on reverse of this form.)

If exemption category 2 or 5 is claimed, enter the following information:

Description of Item(s) Purchased

Intended Use of Item(s) Purchased

If exemption categories 3 or 4 are claimed, enter the Nebraska Exemption Certificate number. 05-

If exemption category 6 is claimed, seller must enter the following information and sign this form below:

Description of Item(s) Sold

Date of Seller's Original Purchase

Was Tax Paid when Purchased by Seller?

Was Item Depreciable?

☐ YES ☐ NO

☐ YES ☐ NO

SECTION C—For Contractors Only

1. Purchases of Building Materials or Fixtures:

☐ As an Option 1 or Option 3 contractor, I hereby certify that purchases of building materials and fixtures from the above seller are exempt from Nebraska sales tax. My Nebraska Sales or Consumer's Use Tax Permit Number is: 01-

2. Purchases Made Under Purchasing Agent Appointment on behalf of

(exempt entity)

☐ Pursuant to an attached Purchasing Agent Appointment and Delegation of Authority for Sales and Use Tax, Form 17, I hereby certify that purchases of building materials, and fixtures are exempt from Nebraska sales tax.

Any purchaser, or their agent, or other person who completes this certificate for any purchase which is other than for resale, lease, or rental in the regular course of the purchaser's business, or is not otherwise exempted from the sales and use tax under Neb. Rev. Stat. §§77-2701 through 77-27,135, shall in addition to any tax, interest, or penalty otherwise imposed, be subject to a penalty of \$100 or ten times the tax, whichever amount is larger, for each instance of presentation and misuse. With regard to a blanket certificate, this penalty shall apply to each purchase made during the period the blanket certificate is in effect. Under penalties of law, I declare that I am authorized to sign this certificate, and to the best of my knowledge and belief, it is correct and complete.

sign
here

Authorized Signature

Purchasing Agent

Title

Date

NOTE: Sellers must keep this certificate as part of their records. DO NOT SEND TO THE NEBRASKA DEPARTMENT OF REVENUE.

Incomplete certificates cannot be accepted.

www.revenue.ne.gov, (800) 742-7474 (toll free in NE and IA), (402) 471-5729

NOTE: This form cannot be used to purchase materials, supplies, labor & service used for the WATER Division of the City of Lincoln. Said services are taxable per Reg. 066.14A or applicable laws.

6-134-1970 Rev. 3-2009
Supersedes 6-134-1970 Rev. 10-2007

CARD NO. 108452 State of Nebraska 2011
NEBRASKA REAL ESTATE COMMISSION FEE PAID
LINCOLN, NEBRASKA \$115.00

ALL ADDRESS CHANGES, EITHER BUSINESS OR RESIDENCE,
MUST BE REPORTED TO THE COMMISSION IMMEDIATELY.

Thien Farm Management Inc
101 E Graham Ave Ste 1
Council Bluffs, IA 51503

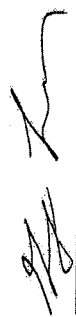
This is to certify that the below named has been granted a license as a

Non Resident Real Estate Broker - 0930833

to be in force until December 31, 2011 unless sooner suspended or
revoked as provided by law.

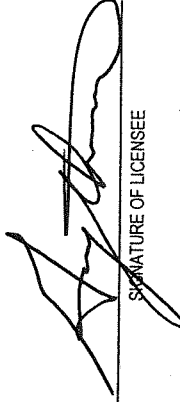
NEBRASKA REAL ESTATE COMMISSION

ISSUED			YEAR
MO.	DAY		
01	01		2011
NONTRANSFERABLE			


DIRECTOR

Thien, Gary L
Thien Farm Management Inc
101 E Graham Ave Ste 1
Council Bluffs, IA 51503

EMPLOYER LICENSE NO.


SIGNATURE OF LICENSEE

GARY LEE THIEN
20 BRIAR RIDGE DRIVE
COUNCIL BLUFFS, IA 51503

ENDORSEMENT

The following spaces preceded by an asterisk(*) need not be completed
if this endorsement and the policy have the same inception date.

ATTACHED TO AND FORMING PART OF POLICY NUMBER	*EFFECTIVE DATE OF ENDORSEMENT	ISSUED TO
12 EO 0018IA-	01/01/2012 TO 01/01/2013	GARY LEE THIEN

This Endorsement Changes The Policy. Please Read It Carefully.

SPECIFIED LICENSEE LIMITS OF LIABILITY AMENDATORY ENDORSEMENT

It is agreed that in consideration of the additional premium paid, the following amendment is made to the Policy but only as it respects the Licensee named below:

The following items of the Declarations are deleted in their entirety and replaced by the following:

Item 3a \$250,000 per Licensee per Claim

Item 3b \$500,000 Aggregate per Licensee

Licensee GARY LEE THIEN

All other provisions of the Policy remain unchanged.

NEBRASKA REAL ESTATE COMMISSION

CERTIFICATION OF COVERAGE
UNDER NEB. REV. STAT. SECTION 81-885.55
AND 299 N.A.C. CHAPTER 8

GARY LEE THIEN
THIEN FARM MANAGEMENT, INC
20 BRIAR RIDGE DRIVE
COUNCIL BLUFFS, IA 51503

I hereby certify that the insurance company listed below has at least a "B+" rating from the A.M. Best Company Insurance Rating Service and maintains an AM Best financial Size Category of Class VI or higher. I further certify that:

INSURED NAME GARY LEE THIEN

LICENSE IDENTIFICATION NUMBER _____

REAL ESTATE COMPANY NAME THIEN FARM MANAGEMENT, INC

ADDRESS 20 BRIAR RIDGE DRIVE
COUNCIL BLUFFS, IA 51503

POLICY NUMBER 12 EO 0018IA-

INSURANCE AGENT RICE INSURANCE SERVICES CO., LLC

ADDRESS 4211 NORBOURNE BLVD, LOUISVILLE, KY 40207

INSURANCE CO CONTINENTAL CASUALTY COMPANY

ADDRESS 333 SOUTH WABASH AVE, FLOOR 22, CHICAGO, IL 60604

POLICY DATES Effective: 01/01/2012 Expiration: 01/01/2013

SPECIFY WHETHER BLANKET _____ OR INDIVIDUAL POLICY X

is insureds against claims resulting from real estate licensee's errors and omissions and the above-referenced policy includes, at a minimum, the standards set forth in 299 N.A.C. Chapter 8 and the Nebraska Real Estate License Act.

It is further understood and agreed that coverage for the person(s) insured by this policy may not be terminated, canceled, lapsed, or non-renewed, regardless of cause or reason, without the company having provided the Director of the Nebraska Real Estate Commission with ten(10) days prior written notice.

Linda C. Rice
SIGNATURE
(Insurance Representative)

10/2/2011
Date

TITLE Agent

GARY LEE THIEN
20 BRIAR RIDGE DRIVE
COUNCIL BLUFFS, IA 51503

ENDORSEMENT

The following spaces preceded by an asterisk (*) need not be completed
if this endorsement and the policy have the same inception date.

ATTACHED TO AND FORMING PART OF POLICY NUMBER	*EFFECTIVE DATE OF ENDORSEMENT	ISSUED TO
12 EO 0018IA-	1/1/2012 TO 1/1/2013	GARY LEE THIEN

This Endorsement Changes The Policy. Please Read It Carefully.

APPRAISAL ENDORSEMENT

In consideration of the additional premium paid to the Company for this Endorsement, it is understood and agreed that the following amendments are made to the policy:

1. Section VI. Exclusions, Item X. is deleted in its entirety.
2. Section VIII. Definitions, Item M. **Professional Services** is deleted and replaced with the following:

M. **Professional Services** means services performed by the Licensee as a real estate broker or salesperson as defined in Iowa Real Estate License Law, Iowa Code § 543B.6 and for which the Licensee is required to have a real estate license. It also means services performed by the Licensee as a licensed real estate appraiser.

All other provisions of the Policy remain unchanged.

G144145-A14 (Ed 1/03)

Vehicles

Gary Thien – Gray GMC Yukon – Iowa License -- 129 CLE

David Thien – White Chevy Silverado – Iowa License -- 662 ROH

Adam Thien – Gray Chevy 2500 – Iowa License -- 456 SEI

(MUTUAL) INSURANCE COMPANY
6101 ANACAPRI BLVD., LANSING, MI 48917-3999**UMBRELLA POLICY DECLARATIONS**

Renewal Effective 04-01-2011

AGENCY MIDWEST INSURANCE ASSOCIATES LLC
07-0420-00 MKT TERR 031 (712) 325-0011**POLICY NUMBER 47-607-226-00**

INSURED THIEN FARM MANAGEMENT

Company Use 39-21-IA-0804

ADDRESS 101 E GRAHAM AVE

Agency
Bill**POLICY TERM**12:01 a.m. to 12:01 a.m.
04-01-2011 to 04-01-2012

COUNCIL BLFS IA 51503-6691

In consideration of payment of the premium shown below, this policy is renewed. Please attach this
Declarations and attachments to your policy. If you have any questions, please consult with your agent.

COMMERCIAL UMBRELLA**LIMITS OF LIABILITY:**

Products-Completed Operations Aggregate	\$ 3,000,000
Other Aggregate	\$ 3,000,000
Each Incident Limit	\$ 3,000,000

RETAINED LIMIT: \$ 10,000 (Waived when an Auto-Owners Insurance Group Company provides both the Commercial Automobile
and Commercial General Liability coverage).

FORMS THAT APPLY TO THIS POLICY:

26800 (07-05)	26606 (10-05)	59350 (01-08)	26296 (07-05)	26505 (07-08)
26541 (08-05)	26562 (07-05)	26527 (09-09)	26531 (07-05)	26852 (07-05)
26814 (01-06)	26815 (07-05)			

COMMERCIAL UMBRELLA PREMIUM**PREMIUM**
\$1,690.74**THE POLICY PREMIUM SHOWN ABOVE INCLUDES:**TERRORISM
CERTIFIED ACTS SEE FORMS 59350, 26505, 59390 \$16.74

TOTAL POLICY PREMIUM

TERM
\$1,690.74

PROGRAM: Commercial

A 7% Cumulative Multi-Policy Discount applies. Supporting policies are marked with an (X):
Comm Auto() Comm Prop/Comm Liab(X) Farm() WC() Life() Personal().

AUTO-OWNERS (MUTUAL) INS. CO.

Page 2

55040 (11/87)
Issued 02-15-2011

AGENCY MIDWEST INSURANCE ASSOCIATES L
07-0420-00 MKT TERR 031

Agency POLICY NUMBER 082307-39607226-11
Bill

INSURED THIEN FARM MANAGEMENT

Term 04-01-2011 to 04-01-2012

COMMERCIAL GENERAL LIABILITY COVERAGE

LIMITS OF INSURANCE

General Aggregate	\$2,000,000
(Other Than Products-Completed Operations)	
Products-Completed Operations Aggregate	2,000,000
Personal Injury And Advertising Injury	1,000,000
Each Occurrence	1,000,000
Damage to Premises Rented to You (Fire Damage)	50,000 Any One Premises
Medical Payments	5,000 Any One Person

Twice the "General Aggregate Limit", shown above, is provided at no additional charge for each 12 month period in accordance with form 55300.

LOCATION OF PREMISES YOU OWN, RENT OR OCCUPY

LOC 001 BLDG 001 101 E Graham Ave
Council Blfs, IA 51503-6691

TERRITORY: 004 COUNTY: Pottawattami

AUDIT TYPE: Annual Audit

FORMS THAT APPLY TO THIS COVERAGE: CG2134 (01-87) 59350 (01-08) 55146 (06-04)
CG2270 (11-85) 55238 (06-04) IL0021 (11-85) 55300 (07-05) IL0276 (06-89)
IL0017 (11-85) 55296 (09-09)

Classification	Subline	Premium Basis	Rates	Premium
CODE 47052		Gross Sales	Each 1000	
Real Estate Property Managed	Prem/Op	625,220	3.048	\$1,906.01
	Prod/Comp Op	625,220	.028	\$18.01

TERRORISM - CERTIFIED ACTS SEE FORM 59350, 55405, 59390 \$19.00

LOCATION 001 PREMIUM \$1,943.00

MO8DEC08 UIA 0000934 03 20110201 WFS THIE UMP*R

14 MIDW0030116 051503


**RENEWAL DECLARATIONS
PERSONAL UMBRELLA**

THIS DECLARATIONS PAGE WITH POLICY FORMS AND ENDORSEMENTS COMPLETES THE POLICY. THIS POLICY WILL CONTINUE IN FORCE FOR THE PERIOD INDICATED UPON VALID PAYMENT OF THE PREMIUM, WHEN DUE.

POLICY NUMBER UIA 0000934	POLICY PERIOD FROM 04/01/11 TO 04/01/12	COVERAGE IS PROVIDED IN THE FOLLOWING COMPANY FARMERS CASUALTY INSURANCE CO	AGENCY 30116	PROD 01
NAMED INSURED AND ADDRESS GARY THIEN & CAROL L THIEN 20 BRIAR RIDGE DR COUNCIL BLUFFS IA 51503		AGENT MIDWEST INSURANCE ASSOCIATES L 2352 RAILROAD HWY COUNCIL BLUFFS IA 51503 TELEPHONE 712/325-0011		

UMBRELLA LIMITS OF LIABILITY \$1,000,000
TERRITORY 01

COVERAGE	EXPOSURE	PREMIUM*
STANDARD VEHICLE	2	\$90
PERSONAL LIABILITY	1	\$63

*ALL PREMIUMS SUBJECT TO A MINIMUM

PERSONAL UMBRELLA PREMIUM SUMMARY

1ST MILLION	\$153.00
TOTAL UMBRELLA PREMIUM	\$153.00

ENDORSEMENTS/FORMS: DL9801 (10/06), PX1F (01/10)*, PX42 (10/06), PX52A (01/09), DL9817 (04/02), DL9867 (10/06), PX2073 (02/06).

SCHEDULE OF REQUIRED "UNDERLYING INSURANCE" - YOU AGREE TO MAINTAIN UNDERLYING INSURANCE FOR THE FOLLOWING TYPES OF LIABILITY WITH AT LEAST THE LIMIT OF LIABILITY AS SHOWN IN THE "ENDORSEMENT REQUIRED - UNDERLYING INSURANCE".

HOME HIA0006721
AUTO AIA0004506

POLICY PERIOD 12:01 AM STANDARD TIME AUTHORIZED SIGNATURE

02/01/11
DATE

010861



MIDWEST FAMILY MUTUAL INSURANCE COMPANY

P.O. BOX 9425 Minneapolis, MN 55440-9425

Workers Compensation

Renewal Coverage Summary

POLICY NUMBER	FROM	POLICY PERIOD	TO	12:01 AM STANDARD TIME	AGENT
WCIA0560016100	10/15/11	10/15/12			04363
NAMED INSURED AND ADDRESS				AGENT	
THIEN FARM MANAGEMENT INC 101 EAST GRAHAM AVENUE COUNCIL BLUFFS, IA 51503-6601				MIDWEST INS ASSOCIATES LLC 2352 RAILROAD HIGHWAY COUNCIL BLUFFS, IA 51503	
				Phone: (712) 325-0011	

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FED. EMP. I.D. NO.: 42-1442159

Form of Business: Corporation

COVERAGE – ITEM 3: A. Workers Compensation Insurance: Part One of the policy applies to the Workers Compensation Law of the states listed here. Iowa

B. Employers Liability Insurance: Part Two of the policy applies to work in each state listed in Item 3A. The limits of our liability under Part Two are:

Bodily Injury by Accident	\$100,000 each accident
Bodily Injury by Disease	\$500,000 policy limit
Bodily Injury by Disease	\$100,000 each employee

C. Other States Insurance: Part Three of the policy applies to the states, if any, listed here:

D. This policy includes these endorsements and schedules. **SEE SCHEDULE ATTACHED**

PREMIUM – ITEM 4: The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by audit.

Classification	Code No.	Premium Basis Total Estimated Annual Remuneration	Rates Per \$100 of Remuneration	Estimated Annual Premium
SEE SCHEDULE ATTACHED				
Total Deposit Premium				\$4,994.89

===== POLICY INFORMATION PAGE ENDORSEMENT =====

Classification	Code No.	Premium Basis Total Estimated Standard Remuneration	Rates Per \$100 of Remuneration	Estimated Standard Premium \$.00
WC-B(Ind)				
STATE IA				
Clerical Office Employees Noc	8810	\$9,510	.27	\$26.00
Buildings Noc--operation By Owner Or Lessee	9015	\$104,771	3.81	\$3,992.00
EXPERIENCE MODIFICATION	9898		1	\$.00
Schedule Rating Factor	9889		17.0%	\$682.89
TO BALANCE TO RISK MINIMUM PREMIUM	0990			\$.00
PREMIUM DISCOUNT	0063	\$4,700	0	\$.00
EXPENSE CONSTANT	0900			\$260.00
Catastrophe Provisions for Terrorism	9740	\$114,281	.02	\$23.00
Not Part of Standard Premium				
Catastrophe Provisions for Catastrophe (other than Certified Acts of Terrorism)	9741	\$114,281	.01	\$11.00
Total Policy Premium				\$4,994.89
MINIMUM PREMIUM				\$550.00

===== LOCATION ADDRESS(ES) =====

Premis. No.	Bldg. No.	Address
1	1	101 E GRAHAM AVE, COUNCIL BLUFFS IA 51503

===== FORM SCHEDULE

Forms and Endorsements applying to this Coverage Part and made part of this policy at time of issue:

FORMS APPLICABLE TO ALL PREMISES AND COVERAGES

Form	Edition	Description	Ded	Limit	Premium
IAIABC	12-98	FIRST REPORT OF INJURY OR ILLNESS			
MFM 001	01-08	Policy Holder Notice			
MFMWC001	12-10	Limited Other States Insurance Endorsement			
PRIV NTC	07-01	Privacy Policy Notice			
WC0111	07-01	Workers Comp & Employers Liability Insurance			
WC000403	04-84	Experience Rating Modifier			
WC000406	08-84	Premium Discount Endorsement			
WC000414	07-90	Notification of Change in Ownership			
WC000421	09-08	Catastrophe Premium Endorsement			
WC000422	09-08	TRIPRA Disclosure Endorsement			
WC00000A	04-92	WORKERS COMPENSATION EMPLOYERS LIABILITY PLCY			
WCK-12-1	02-96	Work Comp Reporting Tips			
WC000308	04-84	Partners/Officer/Other Exclusion			
		Excluded Officer(s): DAVID THIEN			
		Excluded Officer(s): GARY THIEN			

Bid Request Number 11-165 Addendum 1
Title RFP - Farm Manager
Description
Bid Type RFP
Issue Date 8/26/2011 3:30:00 PM Central
Close Date 9/9/2011 12:00:00 PM Central

Organization Lincoln Purchasing
Bid Creator Sharon R. Mulder Assistant Purchasing Agent
Email smulder@lincoln.ne.gov
Phone (402) 441-7410
Fax (402) 441-6513

Responding Suppliers

Name	City	State	Response Submitted	Lines Responded	Response Total
Thien Farm Management, Inc.	Council Bluffs	IA	9/2/2011 11:50:17 AM CST	1	\$0.00
United Farm and Ranch Manal	Lincoln	NE	9/8/2011 2:55:41 PM CST	1	\$0.00
The Pinnacle Agency	Lincoln	NE	9/9/2011 9:44:09 AM CST	1	\$0.00
Farmers National Company	Cortland	NE	9/7/2011 5:59:15 PM CST	1	\$8.00

Response Notes

Supplier	Line	Notes
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Thien Farm Management, Inc Header		
1		<p>I will be out of the office from September 9 to September 16. If additional information is needed or you need to contact Thien Farm Management, Inc., please contact David Thien, Vice-President, at 712-328-3477 or david@tfmgt.com.</p> <p>2. 16Custom Farming ConceptAll properties will be reviewed and analyzed as the first step in the management process. Leasing alternatives that will be reviewed on all properties will include the following:Custom FarmingCrop ShareNet ShareFixed Cash RentVa</p>

United Farm and Ranch Man	1	See hard copy proposal.
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Farmers National Company	1	Cash rent, crop share, or custom are all options that are available on the farms. Our initial Check-in Report will provide initial recommendations.
1 Alt 1		Cash rent, crop share, or custom are all options that are available on the farms. Our initial Check-in Report will provide initial recommendations.

City Clerk
copy

Bid No. 11-165 Addendum 1

Specification Responses													
Line	Description	Mfgr	MfgNo	UOM	QTY	Thien Farm		United Farm and		The Pinnacle		Farmers National	
1	Custom Farming Concept			EA	1	Unit \$0.00	Extended \$0.00	Unit \$0.00	Extended \$0.00	Unit \$0.00	Extended \$0.00	Unit \$8.00	Extended \$8.00
					Total	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$8.00	\$8.00
Alternate Responses													
Line	Description	Mfgr	MfgNo	UOM	QTY	Unit	Extended	Supplier					
	Cash rent, crop share, or custom are all options that are available on the farms. Our initial Check-in Report will provide initial recommendations.												
1 Alt 1		0	0	EA	1	\$0.00	\$0.00	Farmers National Co					

Bid No. 11-165 Addendum 1

Specification Responses		Thien Farm Management, Inc.	United Farm and Ranch Management	The Pinnacle Agency	Farmers National Company
Line	Attribute Name	Response	Response	Response	Response
Header	Instructions to Proposers	Yes	Yes	Yes	Yes
Header	Insurance Requirements	Yes	Yes	Yes	Yes
Header	Specifications	Yes	Yes	Yes	Yes
Header	Sample Contract	Yes	Yes	Yes	Yes
Header	Renewal is an Option	Yes	Yes	Yes	Yes
Header	Contact	Gary Thien	Keith W. Carlson	Boyd Smith	James Farrell
Header	Proposal Submission	Yes	Yes	Yes	Yes
		(a) Bid prices firm for the first full contract period.	(a)	a. Our fee will remain the same for the contract term	Our bid is firm for four years.
Header	Term Clause with Escallation/L	Yes	Yes	Yes	Yes
Header	Page 2 - Attachments	Yes	Yes	Yes	Yes
Header	Electronic Signature	Yes	Yes	Yes	Yes
Header	Agreement to Addendum No. 1	Yes	Yes	Yes	Yes